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This volume is the final in a 4-part series of monographs comprising a broad investigation of teacher collective action in local school districts. It presents the results of investigations of the shortrun and probable longrun impact of negotiating activity between school boards and teacher organizations in 22 selected school districts across the country. Organization is based on discussion of 5 basic research problems with cross-sectional reference to the 22 case studies, 8 of which were intensive, longitudinal investigations. Chapter II is devoted to the impact of collective bargaining on the nature of the interaction between school management and the representatives of teachers, Chapter III to its impact on educational policies and programs. The effects of bargaining on the allocation of financial resources within the community and the school system and the effects on the utilization of teachers are analyzed in Chapters IV and V. Finally, Chapter VI examines the future of collective negotiations in education and the probable impact of bargaining on the ability of school systems to adapt to changes in technology and environment.

FINAL REPORT--Project 2444
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COLLECTIVE ACTION BY PUBLIC SCHOOL TEACHERS

Vol. IV: The Impact of Teacher Bargaining on the Schools

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Volume IV

The Impact of Teacher Bargaining on the Schools

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Wesley A. Wildman

University of Chicago
Chicago, Illinois

May, 1968

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PREFACE

This volume is the fourth and final in a series of monographs comprising a comprehensive investigation of teacher collective action in local school districts in the United States conducted at the Industrial Relations Center, The University of Chicago. Volume I of the series contains a history of teacher organization welfare efforts and the results of a nationwide survey of local district teacher collective activity. Volume II is a summary and discussion of the law relating to collective negotiations in the schools. Volume III is a detailed analysis of bargaining impasses in a sample of school districts which experienced difficulty in reaching agreement during negotiations. Finally, Volume IV presents the results of investigations of the impact of negotiating activity between school boards and teacher organizations in twenty selected districts across the country.

Charles R. Perry
Wesley A. Wildman

I. INTRODUCTION

There is clear evidence of increasing unrest among public school teachers in the United States. This unrest has been manifested through group action designed to secure for teachers a more powerful role in policy formulation and implementation in local school districts. To date, the primary thrust of such group action has been to substitute formal collective negotiations for informal consultation between local teacher organizations, local school boards and school administrations as the basis for teacher participation in the decision-making process.

The preceding volumes in this series have dealt with the history, legal framework and power dimension of negotiations in local school districts. This final volume is devoted to a consideration of the short run and probable long run impact of collective bargaining in public education at the local level.

Analytical Framework

The substitution of collective bargaining for consultation or testimony as the basis for teacher participation in decision-making involves more than a change in form. Full-scale collective bargaining is much more than an elaborate structure for open communication or a formal procedure for the mutually satisfactory resolution of problems. As traditionally perceived and practiced, it is an adversary process for the articulation and accommodation of group conflict on the basis of power.

The establishment of a formal collective bargaining relationship changes the structure of the decision-making process in a local school district. It serves to create a basic cleavage between teachers, as a group, and those who supervise and employ them and to change the extent to which conflict is the focus of interaction between teachers and school management. Collective bargaining assumes and requires the existence of significant conflict between teachers and school management. The essence of bargaining is compromise and concession-making on those issues where such conflict does exist.

The establishment of a collective bargaining relationship also changes the basis of decision-making in a school system. The practical effect of collective bargaining is to grant to teachers an increased measure of control over the decisions of management. Collective bargaining creates a presumption in favor of compromise and accommodation which provides teachers with a partial veto over management decisions. Collective bargaining also serves to augment the political and economic power of teachers and to substitute such power for rational persuasion as the basis for teacher participation in decision-making.

It is these potential changes in the structure and basis of decision-making in local school districts which constitute the primary framework for a consideration of the impact of collective bargaining on school systems. Each of these changes, if realized, will require significant modification of current theory and practice in educational administration and school system management.

Structure and Conflict

In the absence of a collective bargaining relationship, policy formulation and implementation in a local school district is a de facto legislative process. Although a board of education enjoys a legal right to make final decisions on policy, this right is qualified by the political need to consider and accommodate, to some extent, the views of various constituent groups. Thus, in practice, decision-making by a board can be viewed as a multilateral process in which a board of education serves to mediate possibly conflicting interests among the following types of groups:

1) taxpayers;
2) parents;
3) civil rights organizations;
4) school administrators;
5) classroom teachers;
6) board members themselves.

Collective bargaining is a bilateral rather than multilateral decision-making process. It requires that a board of education achieve a consensus among all interest groups but teachers and then defend that consensus against a consensus among teachers as developed and articulated by a teacher organization. As a result, a board of education and school management engaged in bargaining must often abandon its neutral role of mediator and assume an active role as adversary to teachers.

This change in the structure of the decision-making process tends to confirm or accentuate conflict between teachers as a group and those who supervise and employ them. It forces the constituents of both a board of education and a teacher organization to focus attention on their own common interests and on the difference between those interests and the goals of the other party. This tendency toward a crystallization and polarization of views can be reinforced by the institutional and political pressures on a teacher organization and its leaders to seek out conflict as a basis for justifying their existence.

The appearance, acceptance and reinforcement of group conflict in a school system has definite implications for both theory and practice in education administration. It requires a significant modification of currently prevalent views of the nature of the organization. It also requires change in the roles played by educational administrators in the local school, the school system, and community.

Theory and research in educational administration have not, to date, been much concerned with group conflict. Instead, primary attention has been given to individual personality and role conflicts within the organization. The types of conflict recognized under this approach include conflict within an individual, between individuals, between individual needs and organizational role demands and between professional and bureaucratic role demands. This "individual needs-organization goals" view of conflict does not adequately encompass the possibility of group conflict based on status differentiation within the organization.

The individual-centered concept of conflict is based in part on a common interest view of the school organization, i.e., that the members of the organization are part of a united, client-centered profession. Group conflict, however, implies the existence of a discontinuity or gap in the organizational structure. In short, it indicates the absence of a true community of interests within the school organization and the profession.

This discontinuity serves to establish strong challenges to the colleague and leadership roles of administrative personnel. The adversary character of the bargaining process requires that someone play the role of adversary. To the extent that administrative personnel control resources or rewards sought by teachers, they will be cast in that role and lose their status as colleagues. Where this occurs, the teachers and particularly the teacher organization will also challenge the claims of administrative personnel to the roles of professional leaders and spokesmen for the professional staff. These roles will be claimed by the teacher organization and its leadership.

The result will be a tendency for school administrators to become managers in the traditional bureaucratic sense. They will retain their status as officers which is conferred by the formal organization. They may, however, lose their status as leaders which they enjoyed in the absence of a formal organization of teachers and the competitive hierarchy which it establishes.

Basis and Power

In the absence of collective negotiations, the decision-making process in schools is likely to be viewed by teachers as unilateral rather than multilateral in character. From the teachers' point of view, there is often no necessity for school management to do more than listen to the proposals of teachers and accept or reject them at will. The legal right of a board of education to make final decisions on policy and the organizational authority of the superintendent or principal to make administrative decisions on policy implementation eliminates any certain obligation to discuss or accommodate the proposals of teachers when conflict arises.

The unilateral character of the decision-making process, as viewed by teachers, reflects an underlying imbalance of power among the various interest groups which are party to the quasi-legislative decision-making process. Teachers are forced to rely on persuasion as the basis for influencing decisions. This reliance is dictated by dependency on the system and lack of numbers and organization. As viewed by teachers, the other parties to the process enjoy either easier access to the centers of decision-making power, by virtue of organizational position, or superior political power over the system, by virtue of numbers and organization.

The establishment of a collective bargaining relationship can significantly alter the distribution of power among the various groups with interests in the schools and, in extreme cases, may grant to teachers an effective veto power in the decision-making process. The basis for this change in the distribution of power is the substitution of group power for individual power. The emergence of group power serves to increase the rational, political and economic power of teachers vis-a-vis school management and the community.

Collective bargaining assures teachers of access to the centers of decision-making power within a school system. This is a procedural by-product of the establishment of a bargaining relationship. The status of the teacher organization as formal or exclusive bargaining representative of teachers provides it with one effective basis for taking advantage of this access. On a priori grounds, one would expect that a consensus of the staff as articulated by a single organization representing all teachers would have greater persuasive value vis-a-vis school management than informal statements by non-exclusive representatives of teachers.

The fact that teachers are apparently able to achieve a consensus may also give them a measure of persuasive power over the community and, hence, political power over a board of education or superintendent of schools. The value of such a consensus rests on two factors. First, teachers, as a group, control the practice of education and are assumed by much of the community to be most knowledgeable about the needs of students. Second, the existence of a formal bargaining relationship may create a presumption that some compromise by both sides is inevitable and desirable. The fact that bargaining is generally perceived as an adversary process implies that a community may reject the assertion that either party is "right" and expect some compromise by school management, although compromise is not required under any technical definition of good faith bargaining.

The fact that teachers, as a group, can exercise short run control over the teaching resources available to a school system provides them with real power to induce a community and, hence, a school management, to accede to demands. This power rests on the inability of a community to defer demand for the services of the public schools or to find adequate short run substitute suppliers for those services. The services referred to include not only classroom education but babysitting for the working mother and amusement, through athletics, for the community-at-large.

The economic power of teachers has not been significantly diminished by no-strike legislation. The sanctions which have been employed against strikes and strikers under such laws have proven largely ineffective to date wherever a majority of employees have felt willing and able to terminate their employment.

The long run results of this change in the distribution of power in the decision-making process are difficult to predict. In the short run, it does appear unlikely that reason will soon predominate as the basis for the decision-making process under collective bargaining in local school districts. It is far more probable that countervailing political power or the economic power of teachers will be the arbiters of conflict. In the long run, however, it is possible that collective bargaining will lead to the rationalization and depoliticalization of the decision-making process, particularly if adequate procedures can be devised as a substitute for the strike.

If political and economic power are to be an increasingly important basis for teacher participation in decision-making, school management may have to alter its approach to interaction with teachers. Reliance on power as the arbiter of conflict tends to place a premium on disingenuousness. It also tends to reduce flexibility and opportunities for problem-solving in favor of commitments to formal rules or positions and debate over right and wrong. In short, clinical approaches to problems may be supplanted by adversary approaches to issues.

Research Questions

The changes in the structure and basis of decision-making associated with the advent of collective bargaining imply that bargaining can have a highly significant impact on the operation of a school system. It is this potential impact which is the primary concern of this study. Specifically, attention will be focused on the impact of collective bargaining on the following aspects of school system operation and management:

1) the decision-making strategies and tactics of school boards and school administrators;
2) the extent of lay or administration control over educational policies;
3) the way in which financial resources are allocated within the community and the school system;
4) the way in which teachers are utilized within the school system;
5) the ability of a school system to adapt to changes in technology and environment and modify its operations.

The Dynamics of Bargaining

The essence of bargaining is compromise in search of accommodation on matters over which there is disagreement between the parties to the bargaining relationship. There is, however, a wide range of strategies open to the parties in their search for accommodation. Where do collective bargaining relationships in public education fall within this range?

The strategies available to the parties to a bargaining relationship can be placed on a continuum bounded by 1) pure integrative bargaining and 2) pure distributive bargaining. Integrative bargaining is essentially problem-solving conducted in an effort to maximize the joint gains of the parties. The primary characteristics of this approach are:

1) recognition of mutual dependence and emphasis of common interests;
2) free and open communication and a complete sharing of information;
3) avoidance of commitments to formal positions or demands in favor of an unstructured approach to problem areas;
4) reliance on facts and reason as the basis for decision-making.

Distributive bargaining involves a purely adversary approach to issues conducted in an effort to maximize individual gain. The primary characteristics of this approach are:

1) recognition that one party's gain is the other's loss;
2) limited and distorted communication in an effort to conceal goals and values;
3) commitment to formal positions and demands on specific issues;
4) reliance on power as the basis for decisions.

Collective bargaining in the private sector is basically a distributive process. The persistence of distributive bargaining in the private sector can be traced to two forces:

1) the existence of basic economic conflict between cost-oriented management and income-oriented employees;
2) the existence of pressure on a union, as a political institution, to wrest concessions from management as a basis for justifying its existence and guaranteeing its survival.

Under these conditions, a union has a political incentive to play the distributive bargaining game and management has a defensive economic incentive to adopt the same approach.

Collective bargaining in public education may or may not follow the pattern of the private sector. The potential for integrative bargaining in public education will be a function of the following:

1) the extent to which a common commitment to public service and a professional commitment to rationality make power an unacceptable basis for decision-making;
2) the extent to which teacher organizations are political institutions which must have something to deliver to their members;
3) the extent to which boards of education, as political agencies, must have something to deliver to their constituents.

It is these forces which will determine whether or not school managements will be led or forced to "play the bargaining game."

Lay vs. Professional Control

The effect of collective bargaining is to grant to employees a greater measure of control over the decisions of management. A question does exist, however, as to the range of such decisions over which this control can or should be extended. On what kinds of issues have teachers sought to exercise influence through collective bargaining?

At a pragmatic level, this question centers on the scope of bargaining and the definition of the appropriate subject matter for collective bargaining. The issue, at this level, is whether collective bargaining shall be limited to "wages, hours and conditions of employment" or shall extend to "anything that affects the working life of the teacher" and "all matters which affect the quality of the educational program."

On a more basic level, the question involves the extent to which collective bargaining will alter the distribution of lay and professional control over basic educational policy. This issue has been raised by one union leader in the following terms:

> The coming of age of the teaching profession, through collective bargaining, forces us to meet, head-on, the critical problem of the respective roles of teachers and civic and parent groups in the system of public education. . . . It is inconceivable that laymen will insist on keeping the educational process out of the control of educators, any more than they would think of depriving doctors, lawyers and theologians of the ultimate control of their respective professions. Lay groups will have to recognize and accept the realities of the new world of collective bargaining by teachers in the educational system. By definition, bargaining means co-determination, together with Boards of Education, and not unilateral decisions.

Boards of education have generally taken quite the opposite position. In the words of one board member:

> It is the belief of our scheme of public education that the objectives of the school system, the basic emphasis on the teaching effort, the goals to be achieved, shall be determined by the community itself, and not by the professionals. . . . I do not believe that this philosophy is altered, or modified by the fact that a Board of Education has entered into a collective bargaining agreement with an organization which represents the teachers in that system.

Collective bargaining in the private sector has not raised a comparable issue. Despite perennial concern over management prerogatives in the face of an expanding scope of bargaining, unions have generally been more than willing to leave the basic direction of the enterprise to management. To do otherwise would require the organization to compromise its adversary role and assume responsibility for management decisions. Except in crisis situations, unions have not been willing or able to make this change in role.

It is not clear what the experience will be in public education. The extension of collective bargaining beyond its traditional scope—salaries, benefits, a narrow range of employment conditions and protection of individual rights in the day-to-day application of the agreement—requires two things. First, teachers must enjoy the expertise required to set policy and be able to achieve a consensus on policy issues. Second, the teacher organization must be willing to accept responsibility as well as authority in policy areas. It remains to be seen whether these conditions can be met within the adversary framework of collective bargaining, or whether they will require some other decision-making structure.

Fiscal Resource Allocation

It is clear that teacher salaries have been the major or primary focus of the early collective bargaining activities of teacher organizations. This is by no means surprising in light of the apparent consensus that public school teachers are underpaid and the absence of any basis for denying the negotiability of salaries. It does, however, raise two significant questions:

1) Have teacher organizations been able to secure larger salary increases through collective bargaining than would have been forthcoming in the absence of bargaining?
2) If they have, at whose expense did the increases come?

Unions in the private sector have traditionally claimed credit for forcing management to grant wage increases in excess of those which would have been granted in the absence of the union. Similar claims are now being made by both the major teacher organizations on behalf of their affiliates. The validity of these claims is difficult to assess particularly since bargaining may force management to hide its true position on salary issues. However, it is possible to estimate the level of salary increase which would have been forthcoming in the absence of bargaining in any single district in an effort to "measure" gains attributable to bargaining pressure.

If teacher organizations have been successful in securing larger salary increases than would have been granted in the absence of the threat or exercise of group power, a question arises as to the source of the funds necessary to finance those increases. Although it may be appropriate for a teacher organization to take the position that "we don't care where the money comes from —that's your problem" at the bargaining table, the source of the funds is of definite interest in assessing the impact of bargaining on the school system and the school district. If teachers have been able to exercise group power effectively, it is important to identify against whom that power was exercised.

In the private sector, wage increases in excess of increases in labor productivity can come at the expense of one or more of the following: 1) employer monopsony power; 2) reduced output and employment; and 3) increased prices. The greater the degree to which the employer is a monopolist facing an inelastic demand curve for his product the greater the degree to which increased prices will absorb the impact of raises in wages.

A public school system is a monopoly which faces a relatively inelastic demand for its product. Assuming a limited degree of monopsony power, one would expect teacher salary increases to come at the expense of the consumers of public education—the community. This could be accomplished through the following means:

1) an increase in state aid under the threat of the exercise of group power;
2) an increase in local support of education in the short run or a backward shift in time of such an increase;
3) a change in the allocation of resources within the school system which may serve to reduce the quality of education received for a constant price.

In any of these cases, teachers gain at the expense of the unorganized and inarticulate claimants on governmental revenues, whether those revenues are attached to the state, the local government or the school system.

Human Resource Allocation

Experience with collective bargaining in the private sector indicates that one output of the process is an elaborate set of rules which serve to limit management discretion in the use of personnel. This "web of rules" generally deals with the following types of personnel decisions:

1) hours of work;
2) scheduling of work;
3) work loads;
4) assignment of personnel;
5) promotion, transfer and layoff of personnel.

In more advanced relationships in public education there is evidence that a comparable web of rules is beginning to emerge. This web of rules, like that in the private sector, involves procedures and standards for day-to-day decision-making within the system. There is also evidence of some comparability between the web of rules in the private sector and that in public education with respect to content in the following areas:

1) seniority suggested as a substitute for rated ability and school system need in making certain personnel decisions;
2) individual equity suggested as a substitute for efficiency in assignments and transfers;
3) limitations imposed on the amount of teacher time and energy at the disposal of the system.

These developments raise three basic questions. First, what is the impact of these rules on the ability of the central administration to staff the schools? Second, to what extent have these rules served to limit the ability of the building principal to staff classrooms and other activities? Third, what has been the impact of these rules on teacher-student contact and school-community relations?

The basis for this web of rules is the desire of employees to gain a greater measure of control over economic opportunity within the enterprise. Such control inevitably rests on the limitation of management's discretion in basic staffing decisions such as hiring, assignment, transfer, discipline and discharge. The result can be a reduction in the economic efficiency with which human resources can be allocated and utilized, at least in the short run.

Experience in the private sector has shown that the advent of collective bargaining has particularly significant implications for the role of first line supervision. In general, collective bargaining can serve to reduce both the power and status of supervisors by: 1) centralizing decision-making on the management side, and by 2) providing employees with the means to challenge any or all decisions of the supervisor.

These changes in the authority of central office and local administration can have definite implications for the structure and functioning of the system. The traditional assumption has been that the schools should be primarily oriented toward pupils and only secondarily to the needs of teachers as employees. While the needs of the staff, students and community do not have to be in conflict, there is also no assurance that they will be congruent. Where conflict does exist, it should be the function of the administration to mediate or resolve the conflict. The organization of the staff may provide a valuable check against excessive community power in this process. It may also generate excessive teacher power with an equally dangerous potential for distortion in the educational process.

Adaptability and Change

Collective bargaining as practiced in the private sector is, in the final analysis, an essentially conservative process which confirms and adapts to the status quo. Unions tend to resist or seek compensation for changes proposed or instituted by management in the interests of efficiency; innovation and change are often perceived as threats to stability and security.

It is perhaps somewhat premature to speculate as to whether or not collective bargaining will play a similarly "conservative" role in public education. At the same time, such speculation may be valuable. For instance, unless some dramatic improvement occurs in the school finance picture, the rising costs of education—including teacher salaries—imply that some form of technological change may be inevitable. And, the increasing apathy or hostility of communities toward public school systems—particularly in the largest cities—implies that some structural changes such as decentralization may be necessary or inevitable. Under conditions such as these, it is important to attempt to predict what impact collective bargaining will have on the ability of school districts to undertake change.

Research Methodology

The five broad research problems outlined above will be discussed on the basis of the experience with collective bargaining in twenty-two school districts. The districts studied were:

1) Champaign, Illinois [NEA]
2) Chicago, Illinois [AFT]
3) Cicero, Illinois [AFT]
4) Dearborn, Michigan [AFT]
5) Detroit, Michigan [AFT]
6) East St. Louis, Illinois [AFT]

7) Eau Claire, Wisconsin [AFT]
8) Howell, Michigan [NEA]
9) Inglewood, California [NEA]
10) Janesville, Wisconsin [NEA]
11) Lansing, Michigan [NEA]
12) Leyden Township, Illinois [AFT]
13) Los Angeles, California [Dual]
14) Milwaukee, Wisconsin [NEA]
15) New York, New York [AFT]
16) Pawtucket, Rhode Island [AFT]
17) Proviso, Illinois [AFT]
18) San Diego, California [NEA]
19) Stratford, Connecticut [NEA]
20) Warren, Michigan [NEA]
21) Winona, Minnesota [Dual]
22) York-Willowbrook, Illinois [AFT]

Selection of the Sample

The choice of these districts was dictated by a number of considerations. The basic criteria used in the selection of the sample were as follows:

1) structure of the relationship;
2) age or stage of development of the relationship;
3) teacher organization[s] involved;
4) size of the system and nature of the community;
5) state policy regarding collective bargaining in the schools.

In addition, an attempt was made to include relationships to which the NEA and AFT attached significance or prominence.

Original contact was made with most of the districts during the 1964-65 school year. In most cases, the teacher organizations welcomed study and cooperated with enthusiasm. School management was far more reserved in its reactions but did cooperate fully, in most cases. In a few instances where management did refuse to participate actively in the study, primary reliance had to be placed on the teacher organization and informal contacts with management personnel.

An analysis of the status and structure of the relationships originally selected for study indicated that the sample did provide an adequate cross-section of teacher organization-school board relationships in 1964-65. The relationships ranged from informal consultation to full-scale bargaining. The oldest of the relationships dated from 1944; the youngest from 1964. Most of the relationships had evolved slowly without benefit of public policy support, although a few developed as a result of the early Wisconsin legislation. The full-scale bargaining relationships found in the sample were, however, new and immature, with few exceptions.

In order to compensate for the scarcity of mature bargaining relationships, it was decided to undertake longitudinal study of some of the more advanced and rapidly developing relationships. For this purpose, the following districts were singled out for intensive study over a period of time encompassing several sets of negotiations:

1) Detroit, Michigan [AFT]
2) Eau Claire, Wisconsin [AFT]
3) East St. Louis, Illinois [AFT]
4) Los Angeles, California [Dual]
5) Milwaukee, Wisconsin [NEA]
6) New York, New York [AFT]
7) Warren, Michigan [NEA]
8) Winona, Minnesota [Dual]

During the time in which these longitudinal studies were being conducted, significant changes were taking place in public policy. Several states enacted legislation supporting the rights of public school teachers to bargain collectively. These changes in public policy gave rise to a complete new generation of full-scale bargaining relationships whose origins were "revolutionary" rather than evolutionary. In order to gain some insight into this type of situation, two other relationships were added to those studied intensively over time:

1) Lansing, Michigan [NEA]
2) Stratford, Connecticut [NEA]

The districts studied do not represent a scientific sample of either all school districts in the United States or all school districts in which collective bargaining is currently being practiced. Limitations on time and money forced some reliance on publicity and geography as a basis for the selection. At the same time, however, it was possible to achieve significant dispersion within the sample in terms of the size of system, nature of the community and state of public policy. Both the larger sample and the sub-sample include large urban systems, medium-size suburban systems and small rural systems. The public policy environment of the districts studied ranged from at least neutral (Illinois) to the supportive (Wisconsin, Michigan). Furthermore, there is no evidence that these districts shared any common pathological problems which would set them apart from other districts. As current developments indicate, districts in the sample cannot be considered atypical in that bargaining appeared at all in the districts, but only perhaps in that bargaining appeared relatively early in the history of local district collective negotiations in education.

Conduct of Field Research

In each of the districts studied, much emphasis was placed on interviews with individuals most heavily involved in the interaction between the teacher organization and school management. Thus, in most districts an attempt was made to interview the following persons:

1) past and current presidents of the teacher organization;
2) members of the teachers' bargaining committee;
3) members of the board of education, particularly those who had played the most active role in negotiations;
4) the superintendent of schools and his immediate staff, including bargaining specialists.

In addition, if outside parties were involved in bargaining, as in the case of an impasse, an attempt was made to interview the outside party. This was particularly important where the outside party made no formal written recommendations for settlement of the dispute.

Interviews were not conducted on a standardized basis. Interviewees were encouraged to give their views on what had happened in negotiations in the past and on developments which could be expected in the future. In all cases, an attempt was made to avoid any expression of explicit or implicit value judgments by the interviewer with respect to the decisions made by the parties. This was, in some cases, a difficult posture to maintain as inexperienced participants in bargaining clearly sought approval of their actions or advice on future strategies.

These accounts of developments thus elicited were supplemented by a series of specific questions raised by the interviewers. These questions were based on a formal interview guide and were designed to insure that comparable information was secured in all districts. The common information sought included the following:

1) the current structure of negotiations;
2) the previous structure of interaction between the teacher organization and the board;
3) the forces responsible for any change in structure and the process by which that change was accomplished;
4) the primary conflict issues in negotiations and the way in which they were resolved;
5) the way in which both sides sought to defend their positions and exercise power;
6) the impact of bargaining and the exercise of power by either or both sides on the settlement of conflict issues;
7) probable future areas of conflict and approaches to conflict resolution.

These individual accounts of the history, conduct, outcome and impact of bargaining were supplemented in several ways. First, any written documents associated with the bargaining process were reviewed. Such documents included:

1) lists of formal teacher demands;
2) formal responses by school management;
3) minutes of negotiation sessions;
4) press releases and internal communications on both sides.

Second, any written recommendations made by a third party for settlement of a dispute were read and analyzed. Third, grievance cases and arbitration briefs and decisions were read, where available. Finally, an attempt was made to gain access to actual negotiation sessions. Although these attempts were generally unsuccessful, the interviewers were able to monitor such sessions in a limited number of districts.

In all cases, an attempt was also made to secure outside views of the bargaining relationship and its impact on the system from sources not privy to the bargaining process. At a minimum, this involved review and analysis of press coverage of negotiations. This was augmented, where possible, by interviews with the following individuals:

1) building principals;
2) board members not actively involved in negotiations;
3) representatives of parent and other interest groups;
4) representatives of city government.

The function of these interviews was to provide a check on the perceptions of those most intimately involved in negotiations as to the impact of the process on the system. In most cases, there was little significant difference between the perceptions of those inside the organization and those outside in this respect. There were, however, some cases in which interesting differences did emerge.

The data collected through these means were organized in a series of case studies. These studies were organized on a chronological basis and focused on four specific topics:

1) the history of the relationship prior to the advent of the current relationship;
2) developments under the current relationship;
3) the impact of the relationship on decisions as viewed by the parties and the community-at-large;
4) predictions as to the probable future course of the relationship.

It is these individual case studies which provide the raw material for this work.

Presentation of the Data

The data on the experience with bargaining in these twenty-two districts will be presented on a cross-sectional basis. No attempt will be made to present entire case studies or to provide detailed information on the experience in each of the districts studied. Instead, the highlights of the experiences in the districts with respect to the questions raised earlier will be presented as examples of what has occurred in collective bargaining relationships in public education.

This approach was selected for two reasons. First, the detail of the experience with collective bargaining in over twenty school districts would have filled many hundreds of pages. In order to make a coherent presentation of the case studies, some significant selection of material would have been required. The nature of this selection would not have been markedly different from that which underlies the approach chosen. Second, the requirement that anonymity be preserved would have meant that much of the most interesting and significant detail of the case studies be omitted. It was judged that this emasculation of the cases would render them far less valuable than if they were used as a source for careful selection of information to be presented on an anonymous basis in a cross-sectional analysis.

This approach inevitably places much power in the hands of those selecting the information from the case studies. Hopefully, in this case, that power has been used with discretion.

Each of the following chapters will deal with one of the research problems set forth above. Chapter II will be devoted to the impact of collective bargaining on the nature of the interaction between school management and the representatives of teachers. Chapter III will deal with the impact of collective bargaining on educational policies and programs. Chapters IV and V will be directed to an analysis of the impact of bargaining on the allocation of financial and human resources within the system (save for one major deployment problem in the large cities which is of such significance it is discussed in the "policy" chapter). Finally, Chapter VI will deal with the future of collective negotiations in education and with the probable impact of bargaining on the ability of school systems to adapt to change.

II. THE DYNAMICS OF BARGAINING

The appearance of collective bargaining relationships in local school districts represents the transfer of a well-established and understood decision-making device to a new environment. It is possible, however, that the transfer has not been and will not be complete. The public and professional dimensions of the employment relationship in school systems may have a significant impact on the nature of the collective bargaining process.

It is the purpose of this chapter to consider the extent to which such an impact has occurred and/or can be expected to occur. The framework for this undertaking will be the history and current status of the collective bargaining process in the private sector.

Experience in the Private Sector

Collective bargaining as practiced in the private sector is not a simple or static phenomenon. There is significant diversity among individual relationships with respect to the conduct of bargaining. This diversity can be traced to two factors:

1) differences in the age and stage of development of relationships;
2) differences in the circumstances surrounding relationships.

The first of these factors recognizes the fact that the nature of the bargaining process changes over time in individual relationships and implies the existence of an evolutionary element in the practice of bargaining. The second of these factors recognizes the fact that diversity exists among relationships of the same age and implies the existence of an adaptive element in the practice of bargaining.

For analytic purposes, it is sufficient to identify three broad, but reasonably distinct, approaches to collective bargaining. The first is "crisis bargaining" which represents an extreme form of distributive bargaining centered exclusively on the exercise of power. The second is "game playing" which involves compromise by both sides in an effort to minimize costs associated with the threat of the exercise of power. The third is "problem solving" which represents integrative bargaining based largely on reason, rather than power.

Crisis Bargaining

The essence of crisis bargaining is a refusal to compromise prior to the exercise of power at the impasse stage. The primary characteristics of this approach are:

1) an early public commitment to a formal position;
2) a refusal to compromise on even minor issues of substance or procedure;
3) public debate over issues rather than private negotiation in search of agreement;
4) repeated threats to exercise power if the opposing party will not concede.

Crisis bargaining, in this sense, appears frequently in new relationships. There are two forces which determine the appearance of crisis bargaining:

1) the extent to which the parties to such relationships are likely to perceive conflict and compromise as involving institutional survival;
2) the extent to which the parties are likely to fail to perceive significant costs as being associated with a test of power.

A union is a political institution which must satisfy the needs of its membership in order to survive. This implies that it can only accept compromise at the bargaining table to the extent that its members are willing to accept compromise or to the extent that the leadership of the union is willing to risk alienation of its constituents. Both of these bases for compromise are often lacking prior to a strike in a new relationship. The establishment of a collective bargaining relationship is often perceived by employees as providing them with a basis for the immediate redress of all past grievances and frustrations. This perception is encouraged by the nature and extent of the promises generally made by a union in the course of an organizing campaign and by the acquisition of group power. It results in strong pressure on the union to achieve all bargaining demands, pressure which the union leadership cannot easily ignore. The probable existence of one or more of the following conditions in a new relationship make the risks associated with alienating members prohibitive:

1) the existence or persistence of a rival union;
2) the existence of a rival leadership faction and the absence of an effective political organization with which to fight this faction;
3) the existence of a large body of employees who are not committed to the union and who must be won over.

Management is an economic institution. It will, therefore, accept compromise at the bargaining table to the extent that it perceives greater costs as being associated with a failure to compromise than with compromise. In a new relationship, management is likely to overestimate the costs associated with compromise and underestimate those associated with a failure to compromise. The establishment of a collective bargaining relationship is generally perceived by management as constituting a threat to its ability to control the enterprise and, hence, to the survival of the enterprise. This perception is encouraged by the nature of the union's campaign promises and initial bargaining demands. It results in a highly defensive strategy based on a desire to protect the firm from the long run economic implications of joint decision-making and to preserve management prerogatives. The only offset to such a strategy is the short run economic costs associated with a failure to reach agreement—the costs of a strike. A management which is inexperienced in bargaining is likely to underestimate these costs by 1) underestimating the willingness of employees to exercise their power and 2) overestimating the extent to which consumers are willing to accept short run inconvenience in the interests of long run efficiency.

Under these conditions, it is not surprising that impasses and strikes often occur in the first set of negotiations following recognition of a union. This was particularly true early in the history of collective bargaining in the private sector. Crisis bargaining has not, however, persisted. The costs associated with repeated recourse to the strike require a modification of views of conflict and power and an acceptance of the need for compromise by both parties to a bargaining relationship.

Crisis bargaining is not, thus, a stable approach to a negotiations relationship. In general, it tends to give way to game playing based on the threat of the exercise of power rather than on the exercise of power itself. The exceptions to this trend arise only where the costs of a failure to reach agreement are insignificant for one or both parties. This has proven to be the case under the following conditions:

1) one party enjoys and can maintain a clear power advantage over the other, usually as a function of the structure of the relationship, with respect to the structure of the product market;
2) both parties are relieved of the costs of a failure to reach agreement by substitution of a formal impasse resolution procedure for the strike.

Game Playing

The essence of game playing is a series of compromises by both sides which are designed to minimize costs. The form taken by this process is the "bid and ask" or auction approach to decision-making. The basis of the process is the economic power inherent in the implicit or explicit threat to resort to the strike if agreement cannot be reached. The primary characteristics of this approach are:

1) a willingness on the part of management to make those concessions which are of great political value to the union but have little economic cost for the company;
2) a willingness on the part of the union to drop those of its demands which have the greatest economic costs but relatively little political value;
3) a withholding of major concessions by both sides until the last minute when they can be justified by the strike threat associated with a bargaining deadline.

This type of approach to collective bargaining has replaced crisis bargaining in most relationships and is, at this point in time, the most prevalent form of bargaining in the private sector. There are two factors which account for this:

1) managements and unions have been forced to recognize a long run

mutual dependence through acceptance of collective bargaining as a permanent process;

2) game playing frequently provides an adequate basis for satisfying both the political needs of a union and the economic needs of a management.

As a political institution, a union must articulate, defend, and, in the final analysis, satisfy the expectations of its members. To do so, it must either be able to force management to accede to those expectations or be able to limit those expectations to that which management can reasonably be expected to concede. Game playing facilitates the latter approach to satisfying members' expectations in two ways. First, it permits the leadership of the union to fulfill the behavioral expectations focused on it by constituents and, thereby, gain the legitimacy required to take an active role in limiting or shaping expectations. Second, it permits the union leader to substitute when necessary the psychological satisfaction of "victories over management" for the economic satisfaction of fulfillment of substantive expectations.

Management has an economic incentive to participate in this process. This incentive comes from the fact that the exercise of economic power by employees is inevitable unless their expectations can be met. It is this incentive which makes management accept and play the role of adversary as required by the union despite the fact that it may be distasteful to have to resist all demands, reasonable and unreasonable, and to make concessions only grudgingly.

Game playing and the economic and political utility matching which underlie it do not insure that agreement will be reached. The threat of the strike may not prove sufficiently ominous to provide the basis for a reconciliation of management goals and worker expectations. There are limits on the extent to which psychological satisfaction can be substituted for substantive gain and a strike may be the only way to induce workers or management to revise expectation to a sufficient degree to permit settlement. Thus, the strike weapon continues to be required and used in the bargaining process.

There is some evidence that forces are at work which may undermine the appropriateness and acceptability of game playing as an approach to collective bargaining and lead to the substitution of problem-solving for game playing. In recent years, increasing criticism has been directed against the game approach on two grounds. First, it has been argued that politically and economically motivated compromises are an inappropriate way to settle complex and technical bargaining issues. Second, it has been asserted that the costs of the strike may often be unacceptable in our highly interdependent economy.

Problem Solving

The essence of problem solving is a rational approach to questions rather than an adversary approach to issues. In the context of collective bargaining, the primary characteristics of this approach are:

1) year-round or continuous bargaining in order to avoid deadlines;
2) issue-by-issue bargaining in an effort to limit trade-offs in favor of rational solutions;
3) use of sub-committees and outside consultants in an effort to maximize the rational inputs into the decision-making process.

This approach to collective bargaining has been tried in a few individual relationships. In most cases, the adoption of this approach can be traced to either an economic crisis in the firm or political pressure from outside the relationship. In general, the attempt has worked well only so long as the crisis persisted or the pressure was maintained. The basic reason for this is the fact that it is difficult for a union and a management to abandon their adversary roles given the existence of basic economic conflict and group economic power.

As a political institution, a union cannot change its view of management as an adversary, accept management's goals as legitimate constraints in decision-making and engage in free and open discussion until its constituents do. The existence of basic economic conflict between workers and their employer makes it unlikely that workers will change their view of management. The possession of economic power by employees makes it unnecessary for them to change their view or to accept a rational approach to decision-making. If a union attempts to ignore these forces and lead its members to accept a rational approach to decision-making, it loses its representative value in the eyes of its membership and is likely to be suspected of collusion with management.

It is equally difficult for management to abandon its adversary view of collective bargaining. A problem solving approach to decision-making requires full disclosure of all relevant information. At a minimum, such disclosure subjects management to "second-guessing" and criticism by the union. At a maximum, it serves to involve the union in a broader range of management decisions and thereby threatens management prerogatives. This threat is difficult to ignore, particularly when workers do enjoy economic power over the firm.

Thus, problem solving, like crisis bargaining, has not proven to be a stable bargaining strategy. Forces exist on both sides of the relationship which tend to push the parties to adopt or return to a game approach in order to satisfy political and economic needs.

Experience in Public Education

The private sector experience with collective bargaining prompts the following questions regarding the practice of bargaining in public education:

1) Does crisis bargaining tend to appear at the outset of a bargaining relationship? Is the first contract the most difficult to negotiate?
2) Does crisis bargaining persist where it appears or are there sufficient economic or political costs for both sides associated with crisis bargaining to lead the parties to abandon it?
3) Does game playing tend to replace crisis bargaining? Are school boards and teachers learning to accept bargaining as a compromise oriented process?
4) Is there a visible trend toward problem solving as a reflection of the professional and public dimensions of the employment relationship?
5) Is problem solving a stable strategy in education bargaining or do political forces exist which make it untenable?

These questions provide the framework for the analysis of the bargaining experiences in the districts studied.

The Early Stages

The emergence of collective bargaining relationships in public education differs markedly from experience in the private sector. For the most part, the appearance of widespread collective bargaining in the private sector was a quite sudden substitution of group action for individual bargaining. The basis for the new practices was a change in public policy in the form of the passage of the Wagner Act in 1935. The appearance of collective bargaining in local school districts has been, to a far greater extent, an evolutionary or adaptive process involving modification of informal systems of teacher representation through an organization. The major modification of traditional procedures in education is designation of an exclusive representative, not recognition of the employee organization. The only exceptions in the sample were those few districts in which collective bargaining relationships had appeared prior to the end of World War II.

In the districts studied, three patterns can be identified with respect to the basis for conversion of informal representation to formal collective bargaining:

1) spontaneous reaction to salary increases achieved through informal representation;
2) organizational reactions to changes in the policies of the National Education Association;
3) institutional reaction to a change in public policy at the state level.

Most of the collective bargaining relationships which appeared prior to the 1962-63 school year in the districts studied were the result of a reaction by teachers to unilaterally determined salary schedules. In these cases, it appears that organization, most often in the form of union membership, was the result of significant and continuing conflict between teachers and the community over total support of education. Where boards of education were closely allied with the tax-conscious community, organization and achievement of bargaining rights were accompanied by open conflict. Where the board and administration were not extremely sensitive to community views, collective bargaining was accepted without conflict.

The change in the NEA's policy regarding local negotiations made in 1962 was a major factor in the appearance of a number of bargaining relationships between the 1962-63 school year and the 1964-65 school year. As a result of this policy change and the competition between the NEA and the AFT, a number of superintendents and local associations suggested adoption by boards of education of formal policies on "professional negotiations." In a large number of districts, boards of education accepted these suggestions, generally on the assumption that they involved little more than formalization of existing procedures. It was this type of action which appears to have been responsible for a large number of the early "professional negotiation agreements" claimed by the NEA.

Since the end of the 1964-65 school year, an increasing number of states have followed the example of Wisconsin and adopted legislation supporting the rights of public school teachers to bargain collectively. The passage of such legislation, supported by the continued competition between the NEA and the AFT has proven to be an important causal factor in the establishment of collective bargaining relationships. In effect, it has substituted legal support for both spontaneous reaction and rational power as the basis for organization and collective bargaining. It is this force which underlies the appearance of collective bargaining in very recent years in some of the sample of districts studied and which will undoubtedly be a major causal factor in the appearance of bargaining relationships in the immediate future.

The experience in the districts studied indicates that the nature of the origin of a bargaining relationship has a significant impact on the development of the relationship. In general, the emergence of collective bargaining in response to a sudden change in public policy results in the same drastic experiences as was the case in the private sector. It tends to generate the greatest short-run change in the perceptions of teachers as to their power in the decision-making process. The appearance of bargaining under the impact of shifts in organizational policy is an adaptive process. It does not induce an immediate change in teachers' perception of their own power because of the link between the new procedures and the old process. The emergence of collective bargaining under the pressure of a spontaneous reaction, particularly where the board of education does not resist, is the most evolutionary process. Under this set of circumstances, there appears to be no immediate shift to an adversary view of the decision-making process and, hence, no perceived need for group power.

When allowance is made for these differences in origin and the concomitant differences in rate of development, new collective bargaining relationships in public education share a number of characteristics with similar relationships in the private sector. Predominant among these characteristics are:

1) a preoccupation with procedure as opposed to substance;
2) a concern with the structure of representation in negotiations;
3) a failure to appreciate bargaining as a compromise-oriented process;
4) a high incidence of impasses in negotiations;
5) a reaction against reliance on power as the basis for dispute settlement after an initial experience.

The advent of true collective bargaining in public education has been accompanied by a strong preoccupation with procedures. This concern has been manifested in the following ways:

1) elaborate board of education policies on the conduct of negotiations;
2) devotion of up to one year in some districts to the development of mutually acceptable rules for negotiations;
3) strong emphasis on procedure rather than substance in early agreements.

This same concern with procedure was found in the private sector with the advent of collective bargaining. It has, however, been carried somewhat further in public education for two reasons. The first is the need to differentiate bargaining from the earlier representational activities of teacher organizations. The second is the existence of, in effect, a dual management which provides a professionally and legally sanctioned basis for an internal appeal in cases of disagreement.

This concern with procedure in local school districts has extended to about the same range of topics as it did in the private sector. Two topics have, however, taken on far greater practical significance in education than they did in the private sector—rights of minority organizations and communication between management and employees. Both issues reflect the difficulty encountered by a teacher organization in achieving the status of a true exclusive representative given: 1) the public status of the employer; and 2) the persistence of minority organizations on the basis of other services provided. This difficulty leads the organization to seek monopoly power over all communications between teachers and management in order to protect and enhance its status. This search for monopoly power has been manifested in the following ways:

1) restriction of the right of minority organizations to use school facilities to communicate with teachers;
2) limitations on the rights of minority organizations to make presentations to the board or to participate in the processing of grievances;
3) limitations on the right of the board or administration to consult with minority organizations;
4) objections to unilateral management announcements of changes in working conditions or benefits even where those conditions or benefits are not the subject of bargaining and the changes are not the result of organization effort.

Paralleling the concern with procedure has been a concern with the structure of negotiations. For the most part, this concern has been focused on management's representation at the bargaining table. Teacher organizations, like unions in the private sector, have demanded the right of access to those who enjoy decision-making power. Under law, it is the board of education which enjoys such power and teacher organizations have generally sought direct board involvement in negotiations, at least at the impasse stage. Generally, boards of education have not resisted this pressure. In an effort to retain authority they have assumed some degree of direct responsibility for the conduct of negotiations. This is in marked contrast with early experience in the private sector where management sought to retain control by delegating the responsibility for negotiations, while retaining the authority to make final decisions.

This type of management representation has served to shift a great deal of practical decision-making power to the top of the management structure. In some cases, this shift is at the expense of the superintendent. More often, it has come at the expense of the school principal whose discretion is eroded by the central policy decisions required in negotiations. The result is resentment and disaffection among principals of a type which can lead and has led to organization and demands for bargaining rights. This reaction to the centralization of decision-making in response to the crisis of collective bargaining has exact parallels in early private sector experience.

There is some similar centralization of decision-making on the teacher side of the relationship. Collective bargaining requires to an extent the temporary suspension of democratic decision-making. It also requires that the interests of the minority be sacrificed to those of the majority and, specifically, the more militant and politically active segments of the majority. A democratically elected negotiating committee and ratification procedures do not necessarily insure that all segments of the staff will be adequately represented as indicated by the following two examples:

1) An elected seven-man committee composed of three members of one organization and four members of a rival organization selected a four-man negotiating committee composed only of members of the majority organization.
2) The recommendations of a third party for settlement of a dispute were rejected by teachers by a vote of 247 to 5 in a district where over 700 teachers were members of the organization.

Once negotiations over substantive employment issues began in new relationships, they often assumed the character of a debate. It appears that both boards of education and teachers initially viewed bargaining as an extension of earlier forms of teacher participation based essentially on persuasion and reason rather than as a compromise-oriented process of power accommodation. These views led both sides to support and defend their positions on rational grounds and to attempt to reconcile differences by establishing what was "right."

The parties were encouraged to take such a rational approach to issues by their perceptions of the balance of decision-making power under collective bargaining. In general, boards of education did not recognize that bargaining implied a shift of power to teachers and a practical limitation on the legal power to make policy decisions. Teachers, however, overestimated the extent to which they acquired power by virtue of the establishment of a collective bargaining relationship. They appear to have viewed bargaining as requiring the board to accept their logic just as earlier forms of participation had required them to accept the board's logic. The rational approach to issues failed to produce agreement in most cases due to the nature of the issues involved. In new relationships, salaries have been the primary or only focus of serious bargaining largely because it is easy for the teacher organization to develop a consensus in this area among teachers and to secure agreement from management that the issue is negotiable. Conflict in this area has tended to center on other than practical questions and, hence, has not been easily amenable to compromise solution. Teachers have asserted that salaries be set on the basis of absolute equity and demanded that the community be required to support such salaries. Boards of education have asserted that salaries should be set within the limits set by the resources made available by the community, i.e., on a relative or residual basis rather than an "absolute" or first priority basis. Conflict thus came to involve debate over the question of whether teachers would be called upon to "subsidize" the system or whether the community would be called upon to "subsidize" the teachers.

When the salary issues are framed in these terms, the entire political constituency of both parties becomes involved. This makes it extremely difficult for either side to accept the other's logic and to compromise. The more insistent either party becomes, the more resistant is the other likely to become. The result is often the appearance of open interpersonal hostility and acrimony which can and has left the participants in the process with bitter feelings as long as two years after the negotiations. This is particularly likely to be the case where the leadership of the teacher organization faces a political challenge from either a rival organization or from an internal faction. It is also most likely to occur where board members are politically insecure.

In most districts, the debate ends in an impasse when persuasion fails to produce capitulation by the opposite party, and either or both sides turn to the exercise of power. On the board of education side of the relationship this involves the making of a unilateral decision in accordance with the earlier model of teacher participation and decision-making. On the teacher organization side of the relationship, this involves recourse to an impasse resolution procedure, where available, or the threat or exercise of economic power in an effort to secure either the involvement of a third party or a resumption of negotiations. In either case, the result is community involvement, and the substitution of political power for rational persuasion in the resolution of conflict.

Experience with community involvement has led one or both parties to advocate a withdrawal from such involvement and to attempt to avoid future crises in negotiations. The location and strength of this interest in abandoning crisis bargaining is a function of the balance of the political costs incurred in the resolution of the initial dispute. In those communities in which the public rejected the positions of both sides, both parties expressed an interest in private settlement of conflict. Public rejection in these situations appears to have reconfirmed the perceptions of both parties that the community did not share either of their views and commitments to education and was, therefore, a hostile or indifferent arbitrator of conflict. Where either party was able to persuade or coerce the community in the course of impasse resolution, the withdrawal from crisis bargaining was unilateral rather than bilateral. The successful party expressed no interest in changing its approach to negotiations; the opposing party, however, expressed a definite interest in withdrawing from public involvement. Where teachers were successful in forcing concessions from the community through the exercise of economic power, the boards of education involved were likely to advocate substitution of a private rationally-based impasse resolution procedure for the use of economic power. Where the board was successful in forcing concessions from the community through a unilateral decision supported by the economic or political power of teachers, the teacher organization might "withdraw" from the public through a two-year agreement in order to avoid alienating the community by appearing too unreasonable and demanding.

The experience in new relationships in public education parallels quite closely that in the private. Crisis bargaining does tend to appear at the outset of the bargaining relationship. In most cases, it produced an impasse in the first set of full-scale negotiations and required the parties to test their power against one another. The first agreement is thus a major undertaking. Once it has been achieved, there is some evidence of a desire on the part of one or both parties to modify the process in order to avoid crises and the public involvement they entail. Although crisis bargaining may persist for several sets of negotiations where an imbalance of power exists, adverse community reaction to a series of crises and the accompanying "plague on both your houses" attitude imply that crisis bargaining cannot continue indefinitely.

The Intermediate Stages

The experience in the districts indicates that once the parties to a bargaining relationship have had experience with negotiations as a process of power accommodation they tend to modify their bargaining strategies, in order to reduce the probability that a test of power will be necessary. The speed with which this change occurs depends on the level and balance of the costs associated with a failure to agree experienced by the parties in previous tests of power. In general, the change involves acceptance of bargaining as a compromise-oriented process. Specifically, this change is associated with the following types of developments:

1) simplification of procedures;
2) change in bargaining structure;
3) acceptance of bargaining as a game;
4) a reduction in the number or frequency of impasses;
5) appearance of concern with the impact of bargaining on the efficiency rather than basic control of the system.

Experience with collective bargaining leads the parties to abandon elaborate and formal rules and procedures in favor of a more flexible approach to negotiations. Decisions as to the conduct of the actual negotiations are increasingly made on an ad hoc basis in the course of bargaining rather than in advance of negotiations. This is a reflection of the recognition by both parties that the ability to carry out a strategy requires flexibility. Thus, once formal rules have served their initial function of insuring that negotiations take place, they become a handicap and are discarded or ignored.

Experience with bargaining also leads to some fairly consistent changes in bargaining procedures. In general, the time period allowed for negotiations prior to externally-imposed deadlines such as school closing or opening or budget submission is expanded. This is a result of recognition that negotiations are a time-consuming process which must be integrated into other decision-making processes. These same factors also lead the parties, and particularly management, to settle all issues in contract negotiations and to preclude bargaining during the life of the contract. Finally there is a marked tendency for the parties to avoid or severely limit any public involvement in the negotiation process. This is a reflection of the recognition that compromise is difficult, if not impossible, when a party becomes publicly identified with a specific position. Thus, in more mature relationships, the press is excluded from negotiation sessions and all press releases are jointly developed and issued.

Experience with negotiations also produces significant changes in the structure of negotiations. In general, these changes involve a greater degree of delegation of authority and responsibility for decision-making through bargaining by the board and the teaching staff. The result is a reduction in the size of negotiating committees with a consequent increase in their efficiency as decision-makers.

There appears to be a clear tendency for boards of education to withdraw from an active role in the conduct of negotiations over time. In some cases, this withdrawal reflects a desire by the board to retain and protect its legal authority to make final policy decisions. In most cases, however, it is a response to the increase in time and technical competence required to conduct negotiations as the scope of bargaining expands over time. The burden of negotiations is shifted to one of the following:

1) a committee of the board;
2) the superintendent;
3) an experienced specialist in labor relations.

The larger the system and the broader the scope of bargaining, the more likely it is that a professional negotiator will be used. There is, however, evidence of increasing use of such personnel in districts of all sizes as negotiations become more complex.

This change in the structure of management representation creates significant communication and ratification problems. The negotiators must be aware of the limits to which the full board of education will go to achieve an agreement and must, if necessary, be able to influence those limits. This requires not only good communication with the board regarding specific issues but also the ability to predict the board's reaction to the settlement of an entire package of issues. Given political diversity among the members of the board, it is possible that a majority of the board will approve each settlement of a specific issue but reject the total agreement containing those settlements. Problems of this type have arisen in a number of the districts studied.

Comparable changes in structure and representation take place on the teacher side of the relationship. Experience with bargaining has generally led the leaders of local teacher organizations to realize that the demands of negotiations are inconsistent with the tradition of part-time leadership and constitutional succession. Once outside assistance and support is withdrawn, usually after the first agreement is negotiated, strong pressure exists for full-time, permanent bargaining leadership. This pressure has produced the following types of changes in organizational structure:

1) placing the presidency on a full-time paid basis;
2) hiring a full-time executive secretary;
3) rotation of bargaining committee assignments among a limited number of persons;
4) expansion of bargaining committees to insure a supply of experienced teachers.

These types of changes, particularly when coupled with use of a single spokesman in negotiations, run counter to the democratic traditions of most teacher organizations. This can produce political unrest among the membership and foster factionalism. Both of these developments can and have had unsettling effects on bargaining relationships by forcing leaders of teacher organizations to be sensitive to all member demands and by complicating the ratification process.

Acceptance of collective bargaining as a compromise-oriented process is based on the recognition by both parties that they cannot easily impose their will on the other party. This implies acceptance of the expectations of one party's constituents as a legitimate and significant limiting factor in the decision-making process. Given this view, the function of bargaining is to provide a basis for modifying the expectations of the constituents of both parties to the point where an agreement is possible. As is the case in the private sector, the parties to collective bargaining relationships in public education have found that the game approach to bargaining is useful in this process.

There is clear evidence in the districts studied that the leaders of teacher organizations and members of school management have become aware, through experience, of the necessity for limiting and managing the expectations of constituent groups. Both parties to most advanced relationships have begun to make conscious efforts to: 1) prevent the formation of high and specific expectations on the part of their own constituents and lead those constituents to expect compromise; and to 2) facilitate the acceptance of compromise by the constituents of the other party.

In many districts, experience with bargaining has led boards of education and/or superintendents to intensify their "educational" efforts designed to convince the community, the local fiscal authority or the state legislature that the system requires additional resources to operate effectively. These attempts at rational persuasion can be and have been supplemented by reference to the requirements of collective bargaining and the possession of the power by teachers, as a group, to disrupt the system. The role of the teacher organization in this process varies greatly among districts. In some cases, the organizations play an extremely active role in attempting to persuade the community to increase its support of public education. In other districts they play virtually no role in this process for one of two reasons:

1) fear of being bound by the results of the appeal in bargaining;
2) fear of alienating the community, since teachers are a prime beneficiary of any increase in support, given the existence of collective bargaining.

On the teacher organization side of relationships, the efforts of leaders to limit member expectations and to keep those expectations flexible have been reflected in changes in their approaches to the formation of bargaining demands. Traditionally, teacher organizations developed their demands or suggestions as follows:

1) solicitation of demands from individual teachers;
2) compilation of those demands in a straightforward list;
3) elaborate documentation of all demands.

This democratic and apparently rational approach served to commit the entire membership to all demands as a matter of right and made compromise difficult. With experience, this approach has been abandoned in favor of a list of general proposals by the leadership of the organization based on a private assessment of majority sentiment. These proposals are then translated into a set of specific "padded" demands by the leadership after ratification by the membership. In general, significant resistance to the "padding" of demands on the grounds that it is "unprofessional" has been encountered within the leadership of organizations. To justify such action, those experienced in bargaining have to invoke the power of the board of education and the sentiments of the community.

Boards of education have also become aware of the need to provide the leaders of a teacher organization with a basis for manipulating members' expectations in the course of bargaining. This can be done in three ways: 1) selective provision of information; 2) consciously permitting the organization to "win" something; and 3) threatening to exercise power against teachers. Despite the fact that all of these can be considered unprofessional or "irrational," they have been used by school management, as indicated in the following examples:

> In one district, the superintendent responded to the salary demands of teachers with information showing that to grant those demands, given the resources anticipated by the system, would require a significant increase in class size. The superintendent did not reveal, however, that he had discovered a source of supplementary funds which would make the increase in class size unnecessary.
>
> In one district, the board buried a $40,000 "contingency fund" for negotiations in its budget in order to permit the teacher organization to secure salary increases in excess of the amount formally set aside by the board on a unilateral basis in its budget. The board spent none of the $40,000

> prior to declaration of an impasse and never did reveal to the teacher organization the existence of the fund.
>
> In one district, the board developed a plan to put schools on half day sessions and to offer double pay to teachers who would take such sessions in response to a threat by teachers that schools would not open in the fall if a contract had not been signed. The existence and nature of this plan was "leaked" to the teacher organization and to teachers.

To some extent, teacher organizations have also recognized the need to facilitate compromise by management. For the most part, this has been done through a willingness to establish or recognize explicit trade-offs and to drop those demands which are most costly to the board of education or most distasteful to the community-at-large. With the exception of the threat to exercise power or the actual exercise of power, the organizations have done little in a positive sense to change the views of the community, except at the impasse stage. In most districts, the teacher organization has not been willing to take an active part in selling agreements to the local community, largely because this would involve compromise of their adversary role.

In the districts studied, the basis for utility matching by teachers and boards was largely political and/or economic. The following examples are representative of the types of utility matching found in the districts:

> In one district, the amount of money set aside by the board of education to finance fully-paid hospital and medical insurance for teachers and their dependents proved inadequate due to an increase in premiums. The teachers suggested and agreed to a deferral of the effective date of the program.
>
> In one district, in which the board of education and community were opposed to an index schedule, teachers agreed to a dollar increment schedule which "reflected a four percent index" in the base.
>
> In one district, teachers agreed not to inform the community of the fact that a disproportionately high share of the district's budget was allocated to administration, if the board would grant the salary increase sought by the organization.
>
> In one district, the teacher organization offered to secure the withdrawal of sanctions if the board would grant an interim increase in salaries before the effective date of the first contract.

These tactical maneuvers by boards of education and teacher organizations do not insure that an agreement can be reached. Impasses continue to occur as relationships develop and mature and political and economic power continue to be the final arbiters of conflict. There is, however, evidence of an increasing willingness to accept mediation, as opposed to formal fact finding or strike action, as the first step in impasse resolution in an effort to maintain private control over the decision-making process. One primary function of the mediator in such cases appears to be that of providing both parties with a scapegoat for any failure to satisfy the expectations of constituents.

The experience in the districts studied indicates that collective bargaining in local school districts, as in the private sector, tends to become a compromise-oriented process. Experience leads the parties to accept the political necessity of the "bid and ask" form of decision-making and to play the adversary roles required by it. The existence of group power and the persistence of conflict between constituent groups forces the parties to accept power as the ultimate basis for decision-making.

The acceptance of the need to "play the bargaining game" has not, in all cases, been accompanied by acceptance of the desirability of the process. Individual participants in the bargaining process have expressed strong dissatisfaction with their adversary role. Those who are required to operate under collective bargaining agreements have charged that the output of the process is undesirable. They claim that the system is too inflexible in that it does not permit clinical approaches to problems or adequate adaptation to changing circumstance Outside observers have echoed and extended these charges by questioning whethe politically and economically motivated short-run decisions can promote quality education in the long run.

Those who question the desirability and appropriateness of collective bargaining in public education generally advocate change in the process which would increase the rational element in decision-making. Such change may take one of two forms:

1) evolution of collective bargaining into a rationally-based decision-making process;
2) imposition of some new decision-making device as a substitute for collective bargaining based on the exercise of power and the possibility of impasse.

The need for and desirability of the second of these possibilities may depend on the extent to which the rational component in decision-making through collective bargaining does or does not increase as relationships mature in local school districts.

The "Rational" Approach: Problem Solving

Some districts in the sample studied (occasionally, those with older, more stable relationships) displayed a tendency toward a "reasoned" approach to negotiations marked by a disinclination to exercise political or economic power. This tendency may be reflected in the following ways:

1) avoidance of formal demands and offers in favor of statements of problems;
2) increased reliance on the superintendent or outside parties as consultants in negotiations;
3) consideration of problems or issues on an individual basis, through sub-committees or study groups, as they arise;
4) informal interaction on a continuous basis between the teacher organization and the administrative staff and individual board members.

Two factors appear to play an important role in the emergence of a highly rational approach to bargaining. The first is the absence of overt economic conflict. The second is the absence of significant political and economic power on the teacher organization side of the relationship.

A "rational" approach to bargaining occurred in those districts in which there was no significant and overt economic conflict between teachers and the board of education. The absence of such conflict could be traced to one of two sets of circumstances. In some districts, the board of education held sufficient power over the community to secure adequate and increasing resources. In other districts, neither the board nor the teacher organization enjoyed such power in the short run and were forced to operate within the limits set by available resources in such a way as to induce the community to increase its support of the schools in the long run.

Where adequate resources were available, the teacher organization was deprived of a basis for achieving a strong consensus among teachers which it could bring to the bargaining table. Given adequate salary levels and increases, the differences in the values of various groups within the teaching staff become more prominent and intra-organizational conflict tends to become the primary concern of both parties. In this situation, it is advantageous for both school management and the leaders of the teacher organization to identify common goals and to utilize a rational approach to issues based on these goals. Reason provides the most efficient basis for resolving the conflict within the teaching staff.

Where both boards of education and teachers agreed that total support and salary levels were inadequate, a "rational" approach to bargaining emerged if, in addition, teachers felt they lacked the power to force a short run increase in community support. In all such cases, a rational approach was associated with a complete withdrawal by the teacher organization from contact with the community. This withdrawal was a reflection of two factors:

1) hostility between the community and the school system deprived the organization of any basis for the exercise of rational persuasion against the community;
2) teachers were unwilling to risk their job rights in the exercise of economic power against the community.

In this situation, a rational approach to issues is necessary in the short run and advantageous to both parties in the long run. Bilateral agreement based on reason is the best and perhaps the only basis available to the parties for managing the conflict between the community and the school system.

The persistence of these "rational" approaches to bargaining depends, at a minimum, on the continued absence of sharply defined conflict between teachers and school management and stability with regard to the quantum of "teacher power" existent in the situation. Thus, changes in the environment constitute a major threat to the stability of such relationships. Conflict may arise out of any of the following developments:

1) failure on the part of the community to increase its support of education as requested;
2) increased demands on the system in the form of larger enrollments or higher prices for non-teacher salary items in the budget;

3) changes in the nature of the student population or in educational technology;

4) changes in salary levels or working conditions in other districts.

Changes in power of the teacher group can emerge as a result of any of the following:

1) a change in public policy;
2) a change in the political structure of the community;
3) a change in the composition of the teaching staff;
4) a change in the leadership of the teacher organization.

Experience in the districts studied indicates that, in addition to these external forces, there are strong internal forces which can undermine a rational approach to bargaining. These forces stem from the fact that a purely rational approach to issues requires the parties to abandon their adversary roles and, thereby, violate the behavioral expectations focused on them by their constituents. The absence of conflict and recourse to power which is associated with a rational approach can make the process appear more like collusion than bargaining to constituents.

The political problems associated with a rational approach to bargaining are particularly acute on the teacher organization side of the relationship. In several of the districts studied, the very absence of conflict and impasses led some teachers to voice the opinion that collective bargaining was not taking place. In one district, a series of peaceful negotiations conducted on rational grounds served to convince a significant minority of the teaching staff that the organization had not asked for enough. The fact that the board, in this district, had initiated some suggestions for changes in salaries and benefits, as would be expected under a rational approach, simply served to reinforce this perception. In other districts, the teacher organization decided to submit proposals on only those issues on which they knew that the board would not take some action on its own, and not to submit proposals on such items as starting salaries in which the board was bound to make changes. By restricting its activities to true problem areas, the organization reduced its "batting average" in negotiations and found itself facing charges of having settled for too little.

Again, the absence of overt conflict and a test of power served to confirm this perception among teachers.

Somewhat similar problems exist on the board of education side of the relationship. A series of peaceful settlements which involve increased financial demands on the community can lead the community to suspect the board of giving away too much. This type of sentiment has appeared in some districts and has been manifested in the following ways:

1) increasing reluctance on the part of an entire board of education to accept the results of negotiations;
2) increasing resistance on the part of local fiscal authorities to approve school district budget requests;
3) election of board members who promise to take a firmer stand vis-a-vis teachers.

In these districts, board members tend to predict the occurrence of an impasse in negotiations in the near future. In many cases, these board members welcome, rather than dread, the occurrence of an impasse as a means to re-establish favorable board-community relationships.

The experience in the districts studied thus indicates that the political dimensions of bargaining relationships in public education place stringent limits on the extent to which collective bargaining is likely to become a rationally-based decision-making process.

Evidence for this proposition comes specifically, too, from those California districts in which the negotiating council structure has been substituted for full-scale collective bargaining based on exclusive representation. With experience, particularly in the face of economic conflict, three types of changes have tended to appear:

1) development of a consensus among teachers outside of the council to be presented in council meetings;
2) abandonment of issue-by-issue bargaining in favor of grouping issues in order to maximize the potential for the exercise of power by teachers, if necessary;
3) demands to meet directly with the board of education in formal negotiation sessions.

In these cases, the majority or plurality teacher organizations were forced to seek a basis for identifying a consensus among teachers and exerting power in defense of that consensus in order to justify their continued existence.

Summary and Conclusions

There appear to be strong similarities between public education and private industry with respect to the development and practice of collective bargaining. As is the case in the private sector, collective bargaining is, in the long run, an evolutionary and adaptive phenomenon. As is also the case in the private sector, collective bargaining tends to become and remain a compromise-oriented process of power accommodation.

Crisis bargaining and the impasses which it produces are prevalent in the early stages of collective bargaining in school districts. This can be attributed to the same lack of understanding and acceptance of collective bargaining as a decision-making device which produced a similar pattern in the private sector in the 1930's and early 1940's. Specifically, the prevalence of crises can be traced to the following forces:

1) exceptionally high employee expectations;
2) exceptionally strong management concern for its rights and prerogatives;
3) inexperience with the costs associated with reliance on power as the basis for dispute settlement.

As relationships mature, crisis bargaining tends to disappear and to be replaced by the game playing and utility matching which characterizes most private sector bargaining relationships. This development can be attributed to the fact that experience with the exercise of power and the political and/or economic costs associated with that exercise leads both parties to recognize mutual dependence and accept the threat of the exercise of power as a basis for decision-making. This is reflected in two major changes in tactics:

1) increasing efforts by both parties to limit and manage the expectations of their own constituents;
2) acceptance by each of the parties, but particularly by boards of education, of the need to facilitate the efforts of the other party to limit the expectations of its constituents.

Any tendency for "reason" to replace political and economic power as the basis for decision-making in bargaining may reflect either or both of the following forces:

1) rejection of the process or outputs of an adversary approach to decision-making by the community as the "stockholder" of the system;
2) rejection of an adversary approach to decision-making by teachers as practicing professionals as the scope of bargaining expands beyond basic economic issues.

The rate and extent of evolution along these lines is determined by the environment of the relationships. The two primary elements in the environment, in this respect, are the community and the teaching staff.

The community imposes a long run economic constraint on a bargaining relationship. In this respect, it plays the same limiting role in public education as does the product market in the private sector. The more stringent this constraint, i.e., the greater the hostility between a community and its school system, the more inappropriate and ineffective is power as a basis for decision-making and the greater the pressure to accept "reason" as the basis for bargaining.

The teaching staff, as the constituents of the teaching organization impose a short run political constraint on a bargaining relationship. As employees of the system, they impose a long run economic constraint on the relationship. The greater the degree to which teachers perceive basic conflict between themselves and management and/or the community and feel that they possess power which can be exercised in the resolution of this conflict, the less likely it is that "reason" will replace power as the basis for decision-making.

The experience in the districts studied indicates that the nature of these two environmental constraints is such that it is unlikely that collective bargaining can or will serve as a vehicle for decision-making on the basis of "reason" rather than power. There is clear evidence that, at this point in time, the political constraint imposed on a relationship by the teaching staff makes a purely rational approach to decision-making unacceptable and untenable. This has proven to be the case even in relationships where the scope of bargaining has been extended to a wide range of benefits, working conditions and professional issues. There is also evidence that communities are unwilling to accept a purely rational approach to issues where such an approach results in changes in those aspects of the system which are most visible or meaningful to the community, e.g., tax levels, salary levels, staffing patterns, class sizes, extra-curricular activities and physical facilities.

There are two reasons for these limitations on the extent to which "reason" has been and is likely to be substituted for power as the basis for decision-making in bargaining in education:

1) the existence and persistence of conflict between the lay community and teachers over support and control of the educational system;
2) the existence and persistence of teacher power given the social importance and monopoly status of public education.

As political institutions, both a teacher organization and a board of education must articulate and defend the views of their constituents on support and control issues. In so doing, they must utilize power wherever it exists. The monopoly status of public education and the legal concept of lay control go far to insure that such power will exist and be perceived on both sides of the relationship.

The incentive of the parties to articulate and defend the views of their constituents and, hence, to reject a "rational" approach to bargaining is enhanced by the existence of political competition. Thus, the following conditions tend to inhibit the drift toward reason, over time, in collective bargaining relationships:

1) active political competition for school board positions or for control of the board of education;
2) strong political divisions within a board of education;
3) the existence of a rival teacher organization in the local district;
4) the existence of a rival leadership faction within the teacher organization.

The currently intense competition between the AFT and the NEA at the state and national levels represents another, broader limitation on the ability of a teacher organization to accept a purely rational approach to issues.

In the final analysis, it does not appear that collective negotiations in public education will be radically different than collective bargaining in the private sector. The basis of the process will continue to be power. The public monopoly dimension of the employment relationship would seem to require, in theory at least, that it be ultimately political rather than economic power which serves as the basis for decision-making. The professional dimension of the employment relationship does not, however, appear to have required or induced the substitution of reason for power.

III. NEGOTIATIONS AND SCHOOL "POLICY"

School boards and administrators frequently express the fear that formal negotiations in education will divest the community of control over its schools and submerge any opportunity for creative administrative leadership in the inflexible common rule of the collective agreement. And, as if in confirmation, the teacher organizations proudly assert that increased control over basic district policy and a determinative voice in "professional" considerations are two of the primary goals in the drive for negotiations in education. What is the evidence to date?

The Definitional Problem

First, it should be noted that it is exceedingly difficult to distinguish between "educational policy" and "salaries and working conditions" where teacher bargaining is concerned. For instance, it is generally accepted that the salary schedule and teacher benefits are "bargainable" if anything is. However, if raising teacher salaries in a district as a result of bargaining forces a budget reallocation of sums set aside for textbooks, hiring of additional professional personnel, building maintenance, or even new school construction, a decision on school district "policy" is clearly involved and may, indeed, be discussed as such, although all that is ostensibly under consideration is the salary schedule. Or, take for example the problem of teacher transfers. Transfer rules and procedures have long been considered, in both private and public employment, as falling clearly within any reasonable definition of "working conditions." Yet, in our major cities, where schools in lower socio-economic areas have a grossly disproportionate share of the system's inexperienced teachers who are minimally qualified in terms of training and advanced degrees, the problem of fairly and equitably balancing teaching staffs, and thus curtailling the right of transfer by seniority, has become, for large city boards, a "policy" issue of great significance. Examples of this kind pointing up the difficulty of distinguishing between "policy" and "working conditions" can be cited endlessly. Similarly, no really satisfying distinction can be made between "policy" matters and many so-called "professional" issues. For instance, basic decisions concerning many aspects of curriculum, methodology, or textbook selection are clearly at one and the same time both "policy" questions for the board or the administration and "professional" concerns of the teaching staff. However, despite overlap and untidiness, it is necessary and possible for purposes of analysis and discussion to establish a rough, somewhat arbitrary category of "policy" and "professional" issues.

It is, of course, true that in many school systems in this country, teachers, through one medium or another, have exercised significant influence over numerous policy and professional questions long before the advent of formal collective negotiation relationships. However, our focus here is the extent to which collective negotiations in the schools has been used as a vehicle for gaining a greater measure of teacher control over or participation in decisions in these areas.

Overall Impact

Our investigations indicate that, as yet, the direct impact of collective negotiations on the board's freedom to set basic policy and on administrative discretion to implement that policy and decide questions involving school or systemwide "professional" judgment is not as great as might be assumed.

The evidence from the districts studied, a survey of substantive collective negotiation agreements from around the country, and awareness of the reality behind many seemingly significant contract clauses have led to the conclusion that there are few cases where negotiations have actually forced a significant shift in basic school district policy on a reluctant, unwilling board, and few examples of a board being blocked from initiating action or change on a basic policy matter solely as a result of teacher power exercised through the negotiation process.* Also, administrative discretion in areas calling for significant exercise of professional judgment, while curbed or modified in certain instances, has rarely been radically altered.

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*As we shall see, teacher power exercised in negotiations on salary and other cost items has resulted in significant reassessment of budget priorities

It should be remembered, though, that collective negotiations in education is a quite recent and immature phenomenon, and it must be recognized that there is evidence that the potential clearly exists for the power generated by negotiations to bring about significant changes in the distribution of authority among boards, administrators, and teacher organizations with respect to "policy" and "professional" matters.

As yet, there are relatively few instances where specific, substantive issues which might be considered in the policy or "professional" realm have become the focus of pointed conflict at the bargaining table.[*] However, while bargaining over specific, tangible issues of policy or professional judgment may be rare as yet, bargaining is being used as a vehicle for establishing procedures and structures for interaction assuring teachers[**] a voice in so-called policy and "professional" matters outside and independent of the process of negotiations over the collective agreement. For instance, a number of

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and forced boards to make reallocations with definite policy consequences, at least in the short run. Our focus, presently, however, is on the impact of negotiations in policy areas not directly budget related.

[*] There are exceptions, of course, and dramatic ones at that. The most recent significant instance of a "policy" question providing bargaining table conflict occurred in the fall of 1967 between the New York City Board of Education and the United Federation of Teachers. A key teacher demand in New York was for the extension to more inner city schools of the expensive "saturation services" More Effective Schools program. The board, which had judged that the additional outlay for the MES program had not been justified by the results and that extra sums might better be spent on alternative compensatory educational activities, argued that the issue was clearly an educational policy matter, not appropriate for resolution through collective bargaining. Ultimately, the issue was compromised by establishment of a committee which included parent and community representatives. This important confrontation took place well after the final work on the New York system for this study was completed; thus, a thorough investigation of this issue is not a part of this research.

[**] A distinction should be recognized at this point between "teacher" in a system and the organization representing teachers in the system. Particularly in systems where the exclusive representative organization has far from all of the teachers enrolled, the board and the administration may evidence much desire to assure a continuing voice for teachers who are not in the majority orga-

contracts have provided for committees to be established for a wide variety of research, deliberative and decision-making purposes embracing subjects such as curriculum, methodology, textbook selection, promotion to the principalship, screening and recommendations of candidates for openings at any level in the system (including the superintendency), methods of achieving pupil and teacher integration in the system, pupil discipline, and many more. In some instances the establishment of committees for such purposes has constituted a dramatic departure from past practice. In other cases, the functioning reality behind the exciting contract clause may be anything but impressive. Also, in some cases, clauses which seem to represent significant inroads on a board's traditional, unilateral discretion over "policy" are actually not a source of conflict in negotiations; indeed, in some instances what may appear to be "revolutionary" commitments are actually encouraged by the administration and the board.

Some boards of education have agreed to clauses in collective agreements calling for mutual agreement between board and teacher organization before adoption and installation of innovative programs which might force modification of fixed class size, programming, or assignment provisions in the agreement. In one district studied, the administration rationale for acceptance of such a clause was to the effect that "we haven't given anything up, because if the teachers aren't in favor of a new program, it wouldn't succeed and there wouldn't be any sense in trying it out anyway." Reflecting on the need or desirability in some circumstances for administration to exercise innovative leadership, and given what we know of frequent resistance to change in large organizations (especially, perhaps, schools) one might find this justification less than satisfying. However, in none of the systems studied had new programs or innovations been proposed which might have made such a clause the

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nization, especially with regard to issues involving subject matter expertise and professional judgment generally. On the other hand the right to appoint teachers to any and all committees or councils in a school (particularly those which have been established by contract) regardless of the subject to be considered has important organizational security and prestige implications for the exclusive representative. Thus, the stage may be set in bargaining for significant conflict over a not unimportant issue.

focal point of conflict or dispute between a school administration and teacher organization.

In a somewhat related vein, boards have agreed to general clauses committing them to negotiate any new "policies" and/or "policy changes" which might "affect" professional personnel before adoption or implementation of same. Here again, while one can note from the board and administration point of view the loss of flexibilility potentially inherent in such a clause, no issues had yet arisen in any of the districts studied which became the subject of dispute under such an agreement.

Negotiations over Policy: Examples from the Districts

Integration

In one of the systems investigated, important clauses were bargained into the contract concerning the achievement of quality, integrated education. Far from resisting the inclusion in the contract of such provisions, their submission by the teacher organization as bargaining proposals was actually encouraged by the board and the administration. Some conflict did arise, however, over details. In this case, for instance, the teacher organization had wanted a specific contractual commitment to experiment with certain designated plans and stratagems to effect pupil integration. Instead, at board insistence, a committee was charged with the responsibility of investigating the various plans in operation in other cities as well as other solutions to the problem as yet untried.

While this arrangement certainly acknowledges this "policy" matter to be "bargainable" or "negotiable," it avoids subjecting to the power and pressure of the bargaining table actual decisions (more amenable to research and painstaking rational deliberation) on specific programs to be adopted.

As of the time the investigation in this system was concluded, the results of the teacher organization-school administration meetings to devise plans for effective integration were inconclusive.

Curriculum and Textbook Selection

In another system studied, negotiations were used as a vehicle for greatly increasing teacher involvement in and effective control over decisions relating to curriculum and textbook selection. Although it had been the practice in this district for many years to solicit teacher participation on curriculum committees, there was much teacher dissatisfaction with existing procedures resulting from the fact that central office specialists would frequently dominate the meetings and that decisions made on courses to be taught, textbooks to be used, etc., would often be overruled by central office administrators. Also, the quantity and quality of voluntary teacher involvement in the curriculum committee process was not satisfying to either the administration of the district nor the leadership of the teacher organization. Thus, negotiated clauses and subsequent interpretation of those clauses were utilized 1) to make a certain level of teacher participation on curriculum committees mandatory, 2) to assure effective teacher control vis-a-vis administrators (in terms of numbers, chairmanships, etc.) over the deliberations and decision-making of all curriculum committees, and 3) to provide that administrative veto of a curriculum committee decision would be subject to formal negotiations between the parties. Thus, although specific decisions on courses to be offered, textbooks to be used, etc., could end up in the bargaining arena under this scheme, primary reliance was placed on committee deliberation by subject matter specialists to take place on a continuing basis away from the power and pressure of negotiations.

This example represents something of an extreme among all of those systems studied in terms of bargaining being used to increase effective teacher control over potential policy or "professional" issues which have often traditionally been the exclusive province of boards and administrations in our schools. However, several details concerning the plan and its adoption should be noted:

1) teacher involvement on curriculum committees was not made dependent on membership in the exclusive representative organization;

2) to encourage or even "force" teacher participation and involvement, the teacher organization first advanced the idea in negotiations that a certain level of attendance at curriculum committee meetings be made, in effect, compulsory;

3) for the most part, the adoption of the revised curriculum committee plan was not a source of conflict in negotiations; far from resisting the degree of teacher control inherent in the program, the administration acquiesced in and even encouraged adoption of the plan. (It is difficult in this case to say whether the degree of teacher control resulting from the acceptance of the curriculum committee program could have been forestalled or resisted had the administration had an incentive to do so. Prior to negotiations on this subject, the teacher organization had exercised the power, to the great consternation of the administration, to curtail unilaterally all teacher participation in the curriculum committee program which existed prior to bargaining. Interestingly, when, at the beginning of the school year and just prior to negotiations, the teacher organization interdicted participation in the old program, the administration assumed that the move was a power play to back a demand for extra pay for participation on curriculum committees; what the organization wanted, however, was not more money, but control.)

At the time our investigations in this system were concluded both the teachers and the administration seemed well satisfied with the operation of the curriculum committee system. Votes had actually been taken in some committees to choose among textbook alternatives. There were not, as yet, any signs of conflict on specific issues between teachers and the administration, and no questions relating to curriculum, textbooks, etc., had been placed on the bargaining agenda. The teacher organization was in somewhat of a dilemma, however, over the question of whether to insist on the "docking" of some of its members who had failed to attend or participate in the requisite minimum number of their respective committee meetings.

Promotion Policy

In another system studied, clauses were bargained into the contract establishing some of the criteria which would be used in making promotions to the principalship. Primary novel requirements were insistence on evidence of participation in community affairs and service, prior to promotion, in at least two different schools, one of which would have to be an "inner city" school in a low socio-economic area. These requirements, embodied in the contract, although certainly involving "policy" were not a focal point for conflict in negotiations and were not resisted by the administration. Another somewhat unique provision in this same agreement called for experimentation, on a trial basis, with a peer rating form to be developed by the teacher organization and the administration and to be used in evaluating candidates for promotion. Evidently, there was little resistance to and, indeed, much whole-hearted acceptance of, this rating scheme among both teachers and principals. However, little or nothing had been done to develop a form or effectuate the experiment many months after bargaining had been concluded.

In another district studied, the contract provided for a committee on promotion to be staffed by three persons from the administration and two appointed by the teacher organization. This group was charged with establishing criteria, screening applications and making appointment recommendations for the filling of all openings in the administration of the system up to and including the superintendency. During its first year of operation the committee apparently worked well. Several recommendations were made for assistant principal positions which were accepted. Evidently, a high degree of unanimity has prevailed on selections among the administration and teacher organization members of the committee. However, when the administration refused to submit two job vacancies (one in the business office, and one in that part of the personnel department which has responsibility for negotiations) to the group for screening and recommendations, the teacher organization leadership got a foretaste of the kind of political difficulties which may be involved when the representative of the rank-and-file attempts to assume managerial functions. A relatively large number of disgruntled teachers who were not considered for these two positions demanded to know why from their leaders and from their appointees on the committee. It may well be just one short step from this kind of problem to frequent complaints to organization leaders from teachers who were considered for vacancies but were not chosen or recommended. The backlog of disgruntled applicants and the mounting resentment may eventually become impossible, politically, for the teacher organization leadership to handle.

Pupil Discipline

Pupil discipline is a subject which may well be considered a "policy" matter from the point of view of the board or the administration and a "professional" or, at the very least, a "working condition" problem from the vantage point of the classroom teacher. Discipline is a particularly sensitive question in those schools of the larger cities which enroll a high proportion of the so-called "difficult to teach." Very recently (and subsequent to the conclusion of our investigations there) the discipline problem has been the cause of a major bargaining dispute in New York City and was partially responsible, at least, for the three week strike there in the fall of 1967. A major obstacle to settlement was the Union demand that teachers be given broad authority to expel from classrooms students judged by teachers to constitute intractable disciplinary problems. The board countered with the argument that significant educational "policy" decisions were involved in this problem which could not be delegated and that the issue was not appropriate for compromise in negotiations. The issue was complicated by the strongly held and forcefully articulated position of local community and civil rights groups to the effect that the Union's demand was "racist." Ultimately, the problem was compromised with the establishment of a broadly-based committee to review and pass judgment on disputed discipline cases.

In another city studied a clause was bargained into the contract providing only rather vaguely that a child who was a disciplinary problem and expelled as such from the classroom would be readmitted only after "some adjustment" had been made by the principal. Predictably, there has been disagreement regarding the kind and severity of discipline the principal should mete out under the rubric "some adjustment." Teachers, for instance, have claimed that something more strenuous than a simple verbal reprimand was implied by the language, while the principals, exhausting their alternatives short of outright expulsion (often believed to do the community more long run harm than good) can only react with frustration. In this city, principal support of disciplinary action taken by the teacher had been a focal point of teacher discontent long before the advent of formal collective negotiations. At one time, the teacher organization seriously suggested having the right to remove principals by majority vote of the teaching staff in the event of their failure to adequately support the teachers on discipline. Apparently, both before and after the bargained clause, principals have been transferred as a result of staff dissatisfaction over the discipline issue. Evidently, when such transfers take place, the true cause is never publicized, the administration always offering another reason.

Grading and Pupil Promotion

Grading and pupil promotion is yet another potential policy area which has received some attention in collective negotiations in the schools. Grading, and particularly promotion, somewhat like discipline, may be a most sensitive "policy" matter for the board and the administration with regard to pressures from the community, while as far as the classroom teacher is concerned, the issue may directly involve his professional expertise and judgment.

Under the clause on grading and promotion bargained in one of the districts investigated, the administration is precluded from changing any grade given by a teacher and is forbidden from using any fixed maxima or minima in determining the number of students to pass or fail a given grade at a given time. However, under this clause the administration and not the classroom teacher has the final prerogative of deciding, in any given case, whether or not a pupil will be promoted.

Substitutes

The concerns manifested by the teacher organization in negotiations for the lot of the substitute may have both "policy" and "working conditions" implications. First, if as is the case in many of our larger cities there is a very large group of substitutes, they may generate sufficient political pressure to force the organization leadership to seek improvement, in bargaining, of their "working conditions" (greater job security, for example). Or they may seek, through negotiations, a liberalization of board requirements for becoming fully certified in the system.

The "regular" teachers themselves may desire more substitutes in the system so that the board of education can effectuate gains made by regular teachers in the areas of duty-free lunch periods, free preparation periods, relief from clerical chores and the like. Or, conversely, the fully certified teachers in a district, to protect their status, prestige, or pay, or out of a sincere concern for quality of educational services in the district, may desire to restrict or limit the number of less than fully qualified teaching personnel in the district. We will discuss teacher organization efforts to improve the day-to-day working conditions of substitutes in Chapter V. Here, though, it should be noted that in several of the districts studied, teacher organization pressure, both in and out of negotiations, has had a definite impact on school board policy with regard to hiring and promotion to regularly certified status of substitute teachers.

In one system investigated, the teacher organization actively supported the lowering of requirements for the hiring of new substitutes on the grounds that "it is better to have anyone covering classes than no one at all" and in support of its demands that regular teachers be relieved of "doubling up" and covering classes during their free periods and because of regular teacher absences. In this district, prior to the lowering of requirements and the hiring of large numbers of additional substitutes, the teacher organization had demanded (but never got) extra pay for regular teachers who had to "double up" or cover classes during their free time.

In another district, the teacher organization was instrumental through bargaining in inducing the board of education to liberalize and modify significantly its requirements (more rigorous than those of the state) for promotion of substitutes to fully certificated status.

The Problem of Transfer Policy in the Large City

As we have already noted, transfer policy, particularly in the big city system, is at one and the same time both a policy question of great significance to the community and a traditional "working condition" to the teacher. In all of the major city school systems of the country, transfer policy and the closely related problem of staffing inner city schools has received a great deal of attention in negotiating relationships between the boards and the teacher organizations.

In only one of the large city school systems studied was transfer policy ignored completely (perhaps wisely) in the negotiated agreement. In the absence of any negotiated agreement on transfers, the administration in this city continues to administer a policy based largely on teacher preference and seniority. Both the administration and the teacher organization in this district are aware that the result is a disproportion of inexperienced and less qualified teachers in the "inner city" schools. Both are also aware of the myriad practical and political problems which will be associated with either changing or not changing the present system.

In another city, the extremely permissive transfer plan based on teacher preference and seniority which had been in existence for decades before the advent of collective bargaining was embodied in toto in the collective agreement between the board and the teacher organization. Because of its alleged deleterious effect on balanced staffing and equal educational opportunity, the policy appearing in the contract has been under strenuous attack as a result of pressure on the board from community groups and the federal government. As of the time our investigations were concluded, no resolution of the problem had been effected in this city or, for that matter, anywhere else in the country, to the best of the authors' knowledge.

Because of its intrinsic interest and its partial typicality with respect to the large district inner-city staffing problem, and the broader issue of providing an effective education for the culturally deprived or underprivileged, we will consider in some detail the experience of one large system in dealing with this issue in the negotiations context.

In this district, the board's initial approach to the "difficult" schools issue was to seek means whereby the teaching staffs in these schools could be improved, largely in terms of increasing the experience level.* This involved seeking ways for retaining experienced teachers in these schools and for transferring experienced teachers into them. A secondary consideration in this approach was that better balance in the staffs of these schools would facilitate recruiting by 1) increasing the attractiveness of assignments to "difficult" schools, and 2) providing additional openings in non-difficult schools which would be more attractive to beginning teachers.

Plans for the redistribution of staff along these lines conflicted with the desires of the teachers in the system and hence, with the teacher organization's views on staffing of "difficult" schools. The teachers' organization adopted the alternative approach of "saturation" with special services aimed at improving the educational environment and thereby the potential effectiveness of the teacher in the classroom. This approach, though, brought the teacher organization into some conflict with the civil rights movement in the city which had accepted the balanced staff approach to the problem. The teachers' organization then undertook a campaign to convince these groups that its approach was not only as acceptable as the balanced staff approach, but preferable to it. By comparing achievement levels in some "difficult" schools with high average teacher experience, with the levels in similar schools with inexperienced staff, they were at least partially successful in demonstrating to the civil rights groups that balanced staffing, in and of itself, produced little or no improvement in educational output.

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*Prior to these initial negotiations, teachers in this system enjoyed only an extremely qualified right to transfer among schools within the system. Their right to transfer was limited by 1) the need to secure the consent of the principal in their building, 2) the need to secure the consent of the principal to whose building they wished to transfer, and 3) the ratio between fully licensed and substitute teachers in both buildings relative to the average ratio for their district. There were comparable restrictions on the right of the administration to transfer teachers although these could be circumvented in part by selective use of the regulations regarding transfer of teachers to maintain district-wide balance among schools in the ratio of substitutes to fully licensed teachers. Despite the informal pre-bargaining limitations on transfers, however, serious experience imbalance in staff as between "difficult" and other schools in the system had been allowed to develop in practice.

In the first round of negotiations in this system, the superintendent suggested that teachers be offered a bonus to transfer to difficult schools for some stipulated period of time as a means of equalizing the experience level of teachers in these schools vis-a-vis the system as a whole. He also suggested that an increase in base salary sought by the board in negotiations would have a favorable effect on the ability of the system to attract new teachers in light of the fact that many of them could expect assignment to difficult schools.

The teachers' organization rejected the proposal immediately, charging that the bonus plan was nothing more than an invidious form of "combat pay." They countered with the argument that the only real answer was to change the basic conditions in the schools through reduction of class sizes and saturation with special services. Such an approach, they argued, would not only improve the educational environment but would be successful in inducing superior, experienced teachers to transfer to these schools. The superintendent agreed with the teacher organization on the desirability of their proposals but pointed out that their's was a long range plan, in that it takes time for the image of a school to change, while the board faced a pressing short run problem. In the board's view, some short run solution had to be found and it appeared the only option was to somehow rapidly effect a redistribution of the teaching staff. The bonus plan had the virtue of encouraging voluntary transfer; the only alternative seemed to be rotation, which would have involved compulsory transfers. This latter possibility conflicted with the teacher organization desire for a voluntary transfer plan, and they argued that such compulsory rotation would simply maximize departures from the system by inexperienced teachers. The board, for its part, rejected a voluntary transfer plan proposed by the teacher organization on the grounds that it would merely accelerate the transfer of experienced teachers from the difficult schools and further exacerbate the problem of imbalanced staffing.

The issue of a transfer plan proved to be one of the most difficult in these negotiations. The teachers' organization argued that it was not equitable that teachers should be frozen into undesirable schools regardless of length of service simply because of their initial placement. The organization also argued that an objective transfer plan would assist in the retention of teachers as it would create an alternative to leaving the system as a means of escaping a "bad" teaching situation.

The board, however, maintained that the transfer plan requested by the organization would make it administratively impossible to staff difficult schools. It claimed that high seniority teachers would all transfer out, and low seniority and incoming teachers would not accept assignment to difficult schools. In the board's eyes, the transfer plan, recruiting, and staffing of difficult schools were unavoidabley interrelated.

The board expressed a willingness to undertake a limited voluntary transfer plan provided that such a plan included a right on the part of the board to transfer teachers commensurate with the teacher's right to transfer. In proposing this, it envisioned a rotation plan to facilitate the staffing of individual schools. This, however, raised a clear possibility of selective, compulsory transfers on a significant scale in the eyes of the organization, in definite conflict with the desires and interests of many individual teachers.

These differences could not be resolved in this initial set of negotiations and the first agreement between the parties contained no provisions regarding either a transfer plan or the staffing of difficult schools. During the negotiations in the following year, the teacher organization made staffing of difficult schools one of their demands. Their proposals called for "total improvement of a selected number of difficult schools each year until the category is eliminated" through the medium of "saturation services and greatly lowered class size plus selective choice of supervisors and teachers and cooperative administration and supervision."

The board rejected the teacher organization's proposal in part on the grounds that the organization was in effect seeking to gain control of the selection of personnel and the administration of the schools through their demands. The board was definitely not willing to accept teacher organization participation in selection of supervisors nor were they willing to agree to any system of "cooperative administration." The board returned to the position it had taken in negotiations in the previous year that what was needed, in the short run, was a means by which teachers could be transferred to difficult schools either on their own volition or through mandatory rotation. In this respect, they introduced a proposal to issue special certificates as well as bonuses to teachers who transferred to these schools. The teacher organization declared itself unalterably opposed to the bonus concept and branded the certificates as "marks of shame," not marks of honor.

The board also maintained its opposition to a voluntary transfer plan unless such a plan would provide the board with a compensatory right to transfer teachers into the difficult schools. This, of course, was unacceptable to the teacher organization and once again the transfer plan issue became one of the major non-financial issues in this round of negotiations and was the partial cause of a bargaining impasse.

Ultimately, the board was persuaded in mediation to make some concession on this issue in the interests of achieving an agreement and averting a strike. Thus, although a transfer plan somewhat along the lines of the teacher organization's initial proposal was included in the second contract between the parties, its inclusion did not represent full, voluntary agreement as to the virtue of such a plan. The right of transfer was limited by the ratio of substitute to fully certified teachers in both the sending and receiving schools in such a manner as to protect the board from any wholesale shifts of staff out of the poorer schools.

The plan as adopted in the contract worked to the satisfaction of neither of the parties. The transfer plan provision in the agreement had stipulated that the administrative procedures for the effectuation of the plan were to be formulated by the board in consultation with the teacher organization by a certain specified date after contract settlement. The parties had been forced to limit themselves to merely a statement of principle on a very complex subject as a result of the pressures which existed in the mediation producing the final agreement. Difficulties were encountered in the joint development of administrative guidelines and, in effect, the administration of the plan was left entirely in the hands of the board which had opposed it vehemently and had agreed to it only under strong duress. This combination of factors doomed the plan to an unhappy existence throughout the life of the agreement between the parties.

In the first year of operation the transfer plan generated a large number of grievances, at least one of which was pursued through arbitration. In light of this experience it is not surprising that the plan was spelled out in far greater detail in a subsequent agreement. That this was accomplished early in negotiations is some further evidence that both sides were dissatisfied with the existing plan and shared a desire to improve it.

Thus, while the transfer plan was in some sense settled during the second round of negotiations and subsequently, the larger issue of staffing the difficult schools was not resolved in negotiations in the same manner. This issue was partially removed temporarily from the collective bargaining arena by the adoption by the board of a saturation services plan along the lines suggested by the teacher organization. However, as adopted, it was a board plan not subject to joint administration, although the teacher organization was given participation rights on a consultative or advisory basis.

The basis of teacher organization participation was made clear in the preamble to the agreement between the parties which stated in part:

> The board of education acknowledges that the [teacher organization] has submitted proposals for the improvement of difficult schools. The board affirms its intention of moving immediately to develop a program for difficult schools in consultation with the [teacher organization] as well as other educational and community groups, as part of the joint responsibility of the parties, taking account of the [teacher organization] proposals as well as the further assistance the board can obtain from the [teacher organization] in the formulation of a major approach to this problem.

There is a clear commitment here to some degree of teacher organization participation in policy formulation; however, there is no commitment to "bargain" nor any mutual acceptability implied.

At the time of the conclusion of our investigations in this system, the teacher organization felt that consultation with the superintendent on the program for improvement of difficult schools was not successful, and that the organization had not achieved the degree of participation in the plan which they felt had been promised by the commitment contained in the contract.

More recently, the program for the improvement of difficult schools has been almost entirely removed from the consultation context by the establishment of committees to study and evaluate the plan. The teacher organization is represented on these committees but its degree of control reduced by the fact that the committee approach has resulted in participation by interested community groups such as civil rights organizations and parent associations. Bilateral decision-making has thus become multilateral policy formulation and consultation has become multilateral negotiation. The actual extent of teacher organization influence in this context will be partially a function of their relationships with the other interested groups.

Transfer Plans—the Smaller System

Smaller cities, with no particular problems in staffing "difficult" schools, and their teacher organizations, have also dealt with the transfer question in negotiations in ways which may have "policy" implications for both the board of education and the teacher organization as a political institution whose primary job is the representation of the interests of its members. It is in the administration of certain "professionally-oriented" contract clauses that one can detect the occasional tension between the professional and the protest roles.

In one school district studied the administration encouraged, with the willing acquiescence of the teacher organization, the inclusion in the bargaining agreement of clauses providing a strong ad hoc role to the organization in the handling of transfers and promotions. The teacher bargainers took the unarguably professional position that neophyte teachers should spend the first three difficult teaching years in a single school so they could have the uninterrupted support of a group of known colleagues and thus maximize their probability of receiving tenure in the system. In conjunction with the clause embodying this principle, the task was given to the teacher organization of deciding which teachers in a school should transfer when or if a surplus should occur. In the very first case arising after the signing of the agreement the teacher organization found itself sorely embattled, fending off 1) two tenure teachers who had to move to another school miles from their homes to give preference to probationers, and who could not understand why they, rather than their juniors in the schools, should have to suffer inconvenience and 2) parents upset at the prospect of their school losing two experienced teachers.

Miscellaneous

In none of the districts studied was any sort of "merit" or other teacher evaluation or accountability plan involving any element of subjective judgment of teaching performance either abolished or adopted in the context of collective negotiations. In one district studied, though, an extensive and long utilized "self-improvement" program which went well beyond the traditional experience -advanced academic training salary schedule in controlling pay increments was being "studied" by teacher representatives and administrative personnel as an outgrowth of an agreement in negotiations, with predictions rife that the program would ultimately be scrapped.

So-called "academic freedom" clauses were bargained by boards and teacher organizations in several of the districts studied. Such clauses did not generally result in overt conflict in negotiations and in none of the districts studied had any implementation problems yet arisen. One example of negotiating compromise on such a clause appeared in the provision that while "controversial subjects" might be taught, "the principal should be informed" when such was to be the case.

In one district studied, a sabbatical leave committee was established by contract providing for equal numbers of administrator and teacher organization appointees to exercise broad discretion in the granting of sabbatical and certain other types of leaves. Potential for intra-organizational political conflict inherent in giving to organizational leadership the power to make discretionary judgment on leaves for represented members of the organization had not yet manifested itself at the time our work in this district was completed.

Recently, other areas involving "policy" or professional judgment have been the subject of rather novel contract clauses in districts encompassed by the study as well as in some systems not investigated. Examples:

1) Provision for committees with teacher representation to study and revise achievement and intelligence tests used in the district;
2) Establishment of committees with teacher representation to study and make recommendations on district promotion policy (annual vs. semester);
3) Granting of right to teachers to challenge administration judgment on teaching methods, through the grievance procedure;
4) Provision for the election of department heads by teachers;
5) Provision for peer evaluation of teachers in the event of disagreement over the principal's rating of a teacher.

Central Office "Policy Committees"

A number of contracts in the districts studied provided for the establishment and operation of central office policy committees. It was generally stipulated that teacher organization representatives were to meet with the superintendent on a periodic basis during the contract term for the purpose of communication and discussion only (not negotiations) on matters having to do with, for instance, "educational policy and development."

Generally, in the districts studied, the accomplishments of the central office committees operating during contract term were not particularly impressive. In most instances, although the central office meetings did provide a channel for continuing communication between the superintendent and teacher organization leadership, substantive gains or results were few and far between. The primary reason: major requests or demands of the teacher organization were almost invariably held back for use at the bargaining table during contract negotiations. The organization's political necessity of achieving highly visible, numerous and substantial "victories" at negotiations curbed the extent to which it could afford to accept one-at-a-time gains throughout the entire year or two of contract term. Also, of course, substantial "concessions" from the board and administration were much less likely to be forthcoming, no matter how aggressively sought, during contract term and absent the compulsions and pressures to "settle" engendered by formal bargaining at the expiration of the contract. In most of the districts studied, both administration representatives and teacher organization leaders agreed that the all-encompassing conflict, power, and political dynamics of the contract negotiating process itself precluded the central office committee meetings with the superintendent ever gaining stature as a significant bargaining or large scale problem-solving device.

The appointment and qualifications of teacher personnel to serve on central office committees has occasionally been the subject of dispute in negotiations. A board may claim that because professional and policy matters beyond the scope of the exclusive representative's bargaining mandate are likely to be discussed, teacher representation at such meetings should be drawn from the entire professional faculty and not be limited to members or appointees of the majority representative. In most cases though, the teacher organizations have succeeded in making appointments to the committees an exclusive organizational prerogative.

Summary

While, as we have seen, myriad "policy" and "professional" subjects have received attention in school bargaining, collective negotiations has not yet resulted in any wholesale restructuring of the traditional control patterns affecting basic school district policy or its implementation. Indeed, in some instances, contract clauses calling for a "new partnership" between the lay board and the professional teaching staff have been negotiated at the insistence of, or at least with the acquiescence of, the board and the administration.

To date, what are perceived to be critical areas of board and administration discretion have, more frequently than not, been adequately protected from the board's point of view through any of a number of alternative stratagems:

1) It may be insisted, perhaps successfully, that a given subject is simply not negotiable;

2) Some subjects bargained into the agreement may be exempted from the grievance and/or arbitration procedures (ratings of teachers by supervision, for example);

3) A given subject may be referred to a study committee for resolution or recommendations; often, to balance teacher organization interests and power, the committee may include representatives of parent, community, or other interested groups.

However, bargaining has been utilized in some districts to gain at least a voice (if not control) for teachers in areas traditionally the wholly unilateral preserve of boards and administrations. And, much potential for ever increasing teacher involvement in school district policy making and implementation certainly resides in the power which inheres in local school district teacher collective action. As we noted in Volume II of this series, several factors make it reasonably safe to predict that this potential will be at least partially realized in the future:

1) a probably expanding definition of "bargainable subject matter" (particularly in states with negotiations statutes);

2) the political imperatives of the employee organization which demand an ever increasing scope of action and concern;

3) the desires of teachers as professionals presumably interested in and knowledgeable about all aspects of the school's operation to be consulted any time significant decision and action are required within the school enterprise.

IV. SALARY DETERMINATION

In all of the districts studied, teacher salaries and closely related fringe benefits were the primary focus of collective bargaining between the teacher organization and school management. In most cases, these compensation issues were, at some point in time, the source of overt conflict between teachers and management. In most cases, these issues were the basis of a true bargaining impasse and the focal point for the threatened or actual exercise of power by teachers as a group.

Two basic elements of teacher compensation were the subject of significant conflict between teacher organizations and school managements. The first was the level of compensation as defined by the total amount of money to be allocated to teacher salaries and fringe benefits in the educational budget. The second was the structure of compensation as defined by the distribution of rewards among various groups within the professional staff in recognition of differential responsibilities, service or academic preparation.

It is the purpose of this chapter to assess the extent to which collective bargaining and the group power which underlies it have had an impact on the level and structure of teacher compensation and to analyze the implications of any such impact for the operation of school systems.

The Level of Compensation

In recent years, the primary short run determinant of the level of teacher compensation in individual school districts has been the ability of the district to pay. The tight labor market for teachers which has prevailed over the past ten years has exerted strong and continuous upward pressure on teacher salaries. Because teacher compensation is the major cost element in the operation of the school system, it has been the ability of school systems to finance salary increases which has determined the extent to which these market forces have been translated into short run salary adjustments.

In the absence of collective bargaining, short run ability-to-pay has generally been defined by boards of education as follows: the total resources which the state and/or the local community would, or could be expected to make available to the system on a "voluntary" basis, less those expenditures required to maintain existing programs, class sizes, services and physical facilities. Thus, the level of teacher compensation was set on a residual basis within the limits set by short run community support. In effect, this required teachers to, as they put it, "subsidize" the system where state aid or local support failed to increase in proportion to any increases in the demands made on the system.

This approach to the definition of ability-to-pay and to salary determination is a clear reflection of the balance of political power between the community and the teaching staff in the absence of collective bargaining. In most of the districts studied, the use of this approach to salary determination by boards of education did not reflect acceptance of existing support levels, educational programs or teacher salary level as optimal or adequate. Instead, it was based on an unwillingness to assume the political risks associated with either increased financial demands on the community or cutbacks in those visible elements of the educational program which were used by the community in assessing the quality or efficiency of the system. In the absence of effective teacher power, there was no need to or basis for assuming these risks.

If collective bargaining is to alter this system of salary determination and have a significant impact on the level of teacher compensation, it must change the distribution of political power in school districts. It is this type of change which is required to enable or to force a redefinition of ability-to-pay. This redefinition would involve two types of modifications of the existing approach to the determination of ability-to-pay:

1) rejection of existing support levels as the overall framework for salary determination;

2) rejection of non-salary expenditures as having first priority in the allocation of available resources.

The Advent of Bargaining

The appearance of collective bargaining relationships in the districts studied produced an immediate increase in the willingness of teachers and teacher organizations to articulate resistance to the residual approach to salary determination. In part this was a result of the perception by teachers that they had acquired significant power as a result of the acceptance of collective bargaining by school management. In part, however, it was also the result of a change in the distribution of power and influence within the teacher organization. In most of the districts studied, male teachers assumed a more active and dominant role in the affairs of the local teacher organization, once the organization assumed a collective bargaining function. Thus, control of the organizations tended to shift to those teachers with the greatest interest in increased economic rewards.

Resistance to the residual approach generally took the form of a complete rejection of "ability-to-pay" as a valid basis for salary determination. The teacher organizations advocated that teacher compensation be set on the basis of such equity criteria as "comparative salaries" and "cost-of-living" and that community support be set at whatever level was required to finance such "professional" salaries. In effect, this approach involved the substitution of "what the community should pay" for "what the community would pay" as the basis for determination of the level of teacher compensation.

In practice, the use of these two divergent approaches to the definition of the financial framework for the determination of the level of teacher compensation generated three types of conflict:

1) where boards of education knew that resources would be available to them, conflict centered directly on the extent to which teacher compensation would be given first priority in the allocation of those resources, at the expense of other parts of the budget;

2) where boards of education did not know what resources would be available to them, conflict centered on the extent to which the board could or should commit itself to a level of compensation based on quite optimistic predictions of total support;
3) where boards of education enjoyed significant short run control over total support levels, conflict centered on the rate at which such control should be utilized and hence exhausted.

Where total resources are known and fixed, boards of education are forced to perceive immediate and direct trade-offs between compensation increases and other aspects of the educational program. In terms of the districts studied, boards of education regarded resources as fixed under the following circumstances:

1) in fiscally dependent districts, once the local fiscal authority had taken formal action on the board's budget request;
2) in fiscally independent districts, once state aid and local tax rates had been set.

In none of the districts in which these circumstances existed did the boards of education feel able, acting alone, to seek or secure additional short run support.

In these cases, the boards of education attempted to induce the teacher organizations to perceive internal trade-offs from the board point of view and to accept partial responsibility for the results of any internal reallocation of resources. In most cases, the teacher organizations refused to become a formal party to any reallocation of resources and took the position that it was the responsibility of a board of education to find the funds required to finance a "professional salary schedule." This stand inevitably drew violent criticism from boards of education as indicative of "professional selfishness" or "an interest only in money, not education." The basis of this teacher organization position, however, is political rather than philosophical. First, it served to insulate the organizations from adverse community reaction. Second, it also protected the organizations from any adverse teacher reaction to budget cuts. This latter factor is of particular importance because it has proved to be far more difficult to achieve a consensus among teachers on budget cuts than on salary increases. In some districts, an attempt to develop a consensus on budget cuts has so fragmented the teaching staff as to undermine the teacher organization.

Where total resources are not known and cannot be directly controlled, boards of education tend to perceive potential trade-offs between salary commitments and future expenditures in non-salary areas of the budget as based on the possibility that total support will not increase in proportion to any increase in total teacher compensation. In the districts studied, this situation occurred under three sets of circumstances:

1) in fiscally dependent districts prior to formal action on the board's budget request by the local fiscal authority;
2) in fiscally independent districts prior to legislative action on state aid and/or local community action on a school tax issue;
3) in all districts where a two-year or longer salary agreement was contemplated.

In these cases, the boards of education discounted the impact of their actions on the levels of support and based their compensation offers on a conservative estimate of any increase in support. This strategy was based on a desire to avoid the need to make downward revisions in budget items and a realization that any such revisions would be concentrated in non-salary areas of the budget once an agreement was reached with the teacher organization on salaries.

In most of these districts, the boards of education sought to defer a specific salary agreement until after total resources were known, in an effort to avoid what board members regarded as "mortgaging the future." In some cases, this involved a refusal to undertake serious negotiations until the budget had been finalized. In other cases, it involved suggestion that any agreement on compensation be made contingent on the realization of a sufficient increase in support to cover the incremental costs of the agreement. Both of these approaches were rejected by the teacher organizations. In none of the districts could the leaders of the organizations politically afford to be bound by community support in salary negotiations or to achieve less than a specific and unconditional commitment to an increase in compensation. To have accepted either of these approaches would have relieved some of the pressure on the community to increase its support of education and this was totally unacceptable to teachers in most districts.

An interesting special case of this "mortgaging the future" type of conflict arose in districts in which the boards of education sought to prorate use of community goodwill by limiting the rate at which the district's budget expanded and, hence, the rate at which the tax burden of public education increased. This situation arose under two sets of circumstances in the districts studied:

1) in those fiscally dependent districts in which the exercise of fiscal restraint by the board of education was the quid pro quo for acceptance of its budget requests by the local authority;
2) in those fiscally independent districts in which the boards of education had encountered significant community opposition to a recent increase in tax rates.

In these cases, the boards of education perceived direct trade-offs between short run increases in demands on the community and the long run flow of local support.

Under these conditions, the boards of education sought to induce teacher organizations to accept long run movement toward their salary goals. In every case, this involved a request that teachers recognize limits on the size of a short run salary increase which would be tolerated or accepted by the community. In all cases, the teacher organizations refused to acknowledge such limitations and urged the boards of education to utilize their fiscal power over the community to the fullest in the short run. This stand was a clear reflection of the political needs of the leaders of the organizations and of the economic time perspectives of teachers as employees.

The Exercise of Teacher Power

In almost none of the districts studied was conflict over the level of teacher compensation resolved without reliance on economic or political power. In all of the districts, teachers threatened to exercise or exercised power in support of their demands in an effort to force either the community or the board of education to change their definitions of the resources available for the compensation of teachers. These threatened or actual exercises of power involved one or more of the following courses of action:

1) withholding of services or application of sanctions;
2) use of a formal impasse resolution procedure made available by state law or local district policy;
3) conduct of a publicity campaign designed to embarrass school management.

In all of the districts, there is evidence that the threatened or actual exercise of power by teachers did induce a redefinition of short run ability-to-pay and produced greater short run increases in total teacher compensation than would have been forthcoming in the absence of group power. These "victories" can be attributed to one or more of the following types of changes in the basic criteria for salary determination:

1) an increase in the willingness of the state or the local community to support the school system;
2) a rejection by boards of education of existing support levels as the basis for budget formulation;
3) a change in the priority given to teacher compensation in the allocation of available resources.

In some of the districts studied, the threatened or actual exercise of power by teachers enabled the boards of education to secure immediate increases in total support. This occurred in those situations in which the threat or exercise of power by teachers generated a sufficiently strong community response to force those agencies which had some short run control over the resources available to the school system to become directly involved in salary negotiations. In terms of the districts studied, this was the case only where teachers threatened to exercise or exercised economic power in the form of a strike or sanctions and then only under the following circumstances:

1) the district was of sufficient size or political prominence to induce the governor or state legislature to become involved in the dispute on the basis of control over state aid;
2) a sufficiently strong political alliance existed between the board of education and the city government to induce the mayor or city council to become involved in the dispute on the basis of control over local support in fiscally dependent districts.

The threat of a teacher strike or the application of sanctions in a local school district generally exerts some pressure on the state government to provide the funds required to permit peaceful resolution of the dispute. The source of this pressure may be the press, the state teacher organization, the legislative representative from the district, city officials from the community involved or the board of education and teacher organization parties to the dispute. The strength of this pressure is directly proportional to the political costs associated with a failure to act. The experience in the districts studied indicates that the magnitude of these costs is determined by two factors:

1) the size of the system—only in the case of large urban districts were state officials unwilling or unable to ignore the pressures;
2) the degree of competition for the credit for averting the crises—where interparty competition existed between city and state officials or between the governor and the legislature state officials were unwilling or unable to resist the pressures.

In fiscally dependent districts, the threat or exercise of economic power by teachers generates comparable political pressures on the local fiscal authorities to provide the funds necessary to resolve the dispute. The source of these pressures generally include the parent associations and the labor movement as well as the board of education and local teacher organization.

The strength of these pressures is determined by the political importance of that segment of the community which can be considered the direct consumers of public education. The experience in the districts studied indicates that this is a function of two forces:

1) the percentage of the population which would be inconvenienced by an interruption in the flow of public educational services—it was only in those districts in which a substantial percentage of the voting population was or would be affected that the fiscal authority was unwilling or unable to ignore the pressures;
2) the extent to which the local fiscal authority and local board of education shared the same constituency—it was only in those districts in which no political animosity existed between the fiscal authority and board of education in which the fiscal authority was unwilling or unable to resist the pressures.

Wherever state or local officials intervened in disputes on the bases of their short run control over resources, the result was tripartite negotiations over salaries. In most cases, these tripartite negotiations resulted in the addition of sufficient resources to the district budget to permit an agreement to be reached on teacher compensation. These agreements invariably met the minimum demands of the teacher organizations on the level of compensation. In most cases, this was possible without any significant reallocation of funds within the school district budget.

In the districts studied, intervention and tripartite negotiations were effective in avoiding or minimizing the impact of the exercise of economic power by teachers on the community and on the school system. They did not, however, result in any expansion of the total educational program, as the increased support realized by virtue of intervention was generally just sufficient to cover the incremental costs of the final concessions on compensation. Where boards of education asserted that the added support should be used to improve the overall educational program rather than just teacher compensation, teacher organizations responded with the claim that the increase in support was the result of their power and should, therefore, go to teachers. This claim was successfully defended by a threat to resume a test of economic power.

In another subset of districts, the threat or exercise of power by teachers resulted in acceptance by the board of education of a level of teacher compensation which required deficit financing. The avowed purpose and practical effect of this action was to exert pressure at the state and/or the local community level to increase support of the school system. The basis for this implicit bargaining between the school system and the agencies which controlled resources was the threat of a curtailment in educational services in order to meet the salary commitments required by the threatened or actual exercise of teacher power, unless additional resources were forthcoming. In terms of the districts studied, this type of implicit bargaining appeared where teachers threatened to exercise or exercised economic power or relied on a formal impasse resolution procedure but where political conditions were such as to make intervention and tripartite negotiations impossible.

In fiscally independent districts, boards of education can and have used unbalanced budgets as the basis for seeking either an increase in state aid or local community acceptance of an increase in school district taxing power. The willingness and ability of boards of education to utilize this pressure tactic is generally determined by the long run political and economic costs perceived to be associated with deficit operation in the short run. Thus, the tactic tends to be used where resistance to increased support is not so strong as to threaten to make deficit financing permanent. In the districts studied, the threat or exercise of power by teachers served to increase the willingness and ability of the boards of education to utilize implicit bargaining by providing them with a scapegoat for the decision to adopt an unbalanced budget and a basis for selling that budget to the state legislature or local community.

In fiscally dependent districts, boards of education have threatened to or actually cut back educational services in an effort to coerce local fiscal authorities into granting increased appropriations to the school system. This strategy is generally used in those situations in which significant conflict exists between the local fiscal authority, as representative of taxpayers, and the board of education, as representative of the direct consumers of public education. The willingness and ability of boards of education to use this strategy is also determined by the long run political and economic costs perceived to be associated with a short run curtailment in educational services. It is, therefore, generally restricted to districts in which the community-at-large is not hostile to or apathetic about its public school system. In the districts studied, the threatened or actual exercise of teacher power served to augment the willingness and ability of boards of education to assume the role of representative of the consumers of education vis-a-vis local fiscal authorities and to utilize this type of implicit bargaining strategy. As was the case in fiscally independent districts, the use of teacher power provided the boards with a scapegoat for increased budget requests. In addition, it served to protect those budget requests by removing teacher compensation from the discretion of the board and making it a fixed contractual cost. Thus, any budget cuts by the local fiscal authority would ostensibly be concentrated in non-salary areas of the budget where they would have the greatest impact on the community.

The results of this implicit bargaining between school systems and the state or local community have been mixed. In larger districts, the boards of education have been successful in inducing state legislatures to provide additional aid; in smaller districts, they have not. In most fiscally dependent districts, the boards of education have been successful in inducing local fiscal authorities into increasing appropriations to the school system, at least in the short run. Similarly, in most fiscally independent districts, communities have been willing to assume the added costs of collectively bargained compensation agreements.

Where boards of education were successful, sufficient resources were added to the school district budgets to cover the incremental costs of the compensation agreement. In some cases, the school systems also realized a sufficient increase in support to permit some expansion in non-salary areas of the budget. In all cases, however, teachers were the primary beneficiaries of any increase in total support.

In the final subset of the districts studied, the threatened or actual exercise of power by teachers resulted in an internal reallocation of resources in favor of teacher compensation. This occurred in those situations in which intervention did not occur and in which deficit financing was not feasible due to strong community resistance to any increase in school taxes or in the size of the school district budget.

In the districts studied, boards of education have agreed, under duress, to short run salary increases at the expense of long run or short run budget allocations for the following items:

1) contingency funds
2) building maintenance
3) salary increases for non-teaching personnel
4) total number of administrative personnel
5) total number of guidance, special education, or para-professional personnel
6) kindergartens
7) class sizes
8) textbooks and classroom rupplies.

In all cases, some reduction in the overall quality of the educational program was required to finance increased teacher compensation. This reduction in quality may or may not have been offset by an increase in the quality of classroom instruction. In any event, the boards of education or communities involved seemed to prefer the risks associated with a reallocation of resources to either a tax increase or the results of the exercise of power by teachers. This is of particular significance in those cases in which the exercise of power by teachers involved threats to conduct publicity campaigns designed to embarrass school management.

Impact and Implications

The experience in the districts studied indicates that collective bargaining and the group power which underlies it have had a significant short run impact on the level of teacher compensation. The exercise of power by teachers has resulted in larger salary increases at a given point in time than would have been forthcoming in the absence of collective bargaining and the exercise of power. Even if these increases represent nothing more than a backward shift in time of the distribution of increases in teacher compensation, they do involve significant economic gains for teachers.

The costs of these short run incremental increases in teacher compensation have been met through two types of changes in resource allocation:

1) a shift of resources to public education within the public sector;
2) a shift of resources to teacher compensation within the school system.

In most of the districts, there was some net increase in total support of public education in conjunction with a collectively bargained compensation agreement. In some large districts, this reallocation of resources took place at the state level. In the majority of the districts, however, the financial burdens of the increases fell directly on the local community. In all of the districts, there was a shift of resources within the school system toward teacher compensation in the form of the allocation of a larger percentage of total funds to teacher compensation. In some districts, this involved an actual reduction in non-salary expenditures. In most districts, however, it reflected only a failure of non-salary expenditures to grow in proportion to increases in total support.

These changes in resource allocation imply that collective bargaining and teacher group power have effected a significant change in the short run definition of ability-to-pay. It is not, however, clear that they can effect a comparable change in the long run definition of ability-to-pay.

Group power does not, in and of itself, provide the basis for a long run change in the value placed on public education by taxpayers. Such a change is necessary if there is to be a permanent change in the level as opposed to the time distribution of total support. Whatever impact group power may have on community values regarding education may eventually be undermined as other public employees organize and focus public attention on other public services.

There are also limitations on the extent to which group power can effect a long run change in the allocation of resources within a school system. There is some irreducible minimum for expenditures other than teacher compensation. This minimum reflects the administrative and maintenance needs of the system, the physical needs of students and the values of parents. It is defended by the group power of non-teaching personnel, parent groups and civil rights groups. Once this minimum is reached, teacher salary increases can only come at the expense of total teacher employment and class size, i.e., through labor-saving technological change.

In the absence of technological change which reduces the ratio of certificated personnel to students, there is no strong basis to predict that collective bargaining and teacher group power can or will have a permanent effect on the level of teacher salaries and compensation. Without such change, there is no certainty that either the community or the school system will, over the long run, provide the funds required to finance such increases. Thus, the short run increases in compensation achieved through collective bargaining and the exercise of teacher group power should, perhaps, at this time, be regarded as the result of a shift in time of compensation increases.

The Structure of Compensation

In most school districts, the structure of compensation is defined by the salary differentials granted for differential service or experience, academic preparation and in-service training and work responsibilities. Service in school systems, up to some maximum, is generally rewarded with yearly salary increments. Similarly, most districts provide salary differentials for academic training beyond the bachelor's degree. Superimposed on this two-dimensional salary structure is a series of differentials based on specific teaching and non-teaching assignments such as department headships, coaching jobs, counselling, special education work, and the like.

In the absence of collective bargaining, these differentials were set in the interests of minimizing recruiting problems and turnover. School management is responsible for staffing the school organization. In order to fulfill this responsibility, it must achieve and maintain a compensation structure which enables it to recruit individuals from inside and outside the system into the various positions within the organization and to retain those individuals. Thus, given limited resources, school management allocated those resources in such a way as to minimize its recruiting problems rather than to maximize the satisfaction of those in the system.

This approach to the allocation of resources tended to limit the differentials granted for service and experience. Labor market mobility, in general, tends to be concentrated among young, short-service workers for a variety of psychological, sociological and economic reasons. In public education, this tendency is reinforced by the following factors:

1) tenure is granted after three years of acceptable service;
2) many teachers are secondary wage earners;
3) most school systems limit the amount of service outside the district for which salary credit will be given upon entry into the system.

As a result of these restraints on mobility among older teachers, the primary link between a school system and the labor market tends to be at the base of the service dimension of the salary schedule. This has been reflected in the following types of salary structure decisions by management:

1) limitation of salary increases to the first seven steps of a salary schedule;
2) application of a new, higher salary schedule only to those hired after adoption of the new schedule;
3) use of straight dollar, as opposed to percentage increments for

years of service;

4) investment of compensation resources in salaries at the expense of fringe benefits which are of less importance to young teachers.

All of these decisions involve the exercise of some monopsony power by school management and imply that older teachers were forced to assume a disproportionate share of the burden of "subsidizing" the school system imposed by use of the traditional definition of ability-to-pay.

This approach to salary structure decisions also served to limit the size of the differentials granted for academic preparation beyond the bachelor's degree. For most teachers, receipt of a master's degree does not significantly expand the range of job opportunity. This is particularly true where the master's degree is in education rather than in a discipline. Thus, the differentials for advanced degrees tended to be limited to that amount required to defray the costs of academic work rather than being a reflection of the individual effort required or value gained by the system. In most districts, the differentials were supported by "professional improvement" requirements and in-service courses as an incentive to undertake further training.

The allocation of compensation resources in the interests of recruitment also led to a limitation of the number of specific jobs or assignments for which extra compensation was granted. In most districts, such differentials were limited to those assignments which involved significant disutility to individual teachers or for which an active labor market existed outside the district. Thus, in most cases, differentials existed for principals and guidance counsellors but not for department heads or special education teachers. Similarly, differentials existed for varsity high school athletic coaches but not for junior high school coaches or for teachers who conducted other extra-curricular activities. In most of the districts, the positions for which such differentials existed were filled largely by men. The fact that male teachers are generally more mobile than female teachers coupled with the existence of fairly active labor markets, both inside and outside public education, in the job areas involved tended to exert significant upward pressure on the differentials.

In all three areas of the structure of compensation, there is evidence of the exercise of some monopsony power by boards of education under the pressure of limited resources. If collective bargaining is to have an impact on the structure of compensation, it must provide a basis for challenging this monopsony power.

The Advent of Bargaining

In all of the districts studied, the establishment of a formal collective bargaining relationship produced an intensification of conflict between teachers and school management over the structure of compensation. This intensification of conflict was the result of the change in the role of the teacher organization in the decision-making process and a related change in the political structure of the organization.

A teacher organization is a political institution. With the advent of exclusive recognition and collective bargaining, the survival of the organization becomes dependent upon the ability of the organization to satisfy the short run substantive or economic aspirations of a majority of those included in the bargaining unit. At the same time, the tenure of the leaders of the organization becomes dependent upon their ability to satisfy the short run aspirations of a majority of the members of the organization and particularly of those members who are most vocal, active or influential in the affairs of the organization.

In all of the districts studied, classroom teachers constituted an overwhelming majority of the bargaining unit. The distribution of these teachers by length of service and academic preparation, however, varied significantly among the districts. In rapidly growing districts and in districts with high turnover, teachers were concentrated at the bottom of the salary schedule in terms of service; in more stable districts, they tended to be concentrated at the top of the schedule. In smaller rural districts, relatively few teachers held a master's degree; in larger urban districts, a majority of teachers held the M.A. degree.

The distribution of organization membership and political power in the teacher organization was relatively uniform across the districts studied. Membership in and control of the teacher organizations tended to be concentrated among male teachers with at least five years service. This was a reflection of the fact that these teachers had the greatest economic interest in the results of collective bargaining. It also, however, tended to concentrate control of the organizations in the hands of secondary school teachers, most of whom were likely to have or be required to have a master's degree. Within this group, coaches and junior high school teachers tended to be most active and militant. In the case of coaches, this was a reflection of their subgroup power over the system. In the case of junior high school teachers, it reflected dissatisfaction with status and a desire to decrease their identification with elementary education and increase their identification with senior high school education.

This political structure generated conflict between teacher organizations and school management over all three dimensions of the structure of compensation. The most prevalent and significant conflict arose over the extent to which service should be rewarded. Lesser, but not insignificant, conflict also appeared over the size and incidence of differentials for academic training beyond the bachelor's degree and for non-teaching duties.

In most of the districts studied, conflict arose over the size of yearly service increments and the maximum salaries to be paid to teachers. Where teachers were concentrated at or near the top of the service dimension of the salary schedule, conflict centered directly on maximum salaries. In some of these cases, teacher organizations submitted demands only on the maximum salaries and were willing to leave both starting salaries and yearly increments to be determined by the board of education on the basis of labor market conditions. Where the concentration was not so great, conflict centered on the size of the increments and the size of the differential between minimum and maximum salaries. In these cases, the teacher organizations submitted demands either on the base salary and the size of increments or on the base and the maximum salary. The approach used was determined by the relative strength of comparative salary data on increments as opposed to maximum salaries.

These demands by teacher organizations were resisted by boards of education for three reasons. First, the demands involved far greater percentage increases in total compensation costs than on base salaries. Given limited resources, this would limit the ability of the boards to increase base salaries and, thereby, interfere with recruiting. Second, the demands involved levels of maximum teacher compensation which some boards of education felt were unacceptable to the community-at-large. This was the case in districts where family incomes were low in comparison to teacher salaries. Finally, the demands involved short run salary increases for teachers at the maximum which some boards of education felt could not be justified to the community. This tended to be the case in smaller communities where the community could be aware of the reputation of individual teachers.

In some of the districts studied, conflict also arose over differentials for advanced academic training. In general, the teacher organizations sought to expand the extent to which such training was rewarded in one of two ways:

1) addition of B.A.+15 credit hours and M.A.+15 credit hours columns to the salary schedule;
2) expansion of the differentials for earned degrees beyond the B.A.

School managements did not attempt to deny the value of advanced academic training or question community acceptance of that value. Given limited resources, however, they did resist expansion in the differentials at the expense of increases in base rates. The degree of this resistance was determined by the extent to which the system needed to recruit teachers with the M.A. degree or to induce teachers in the system to secure the M.A. degree. Thus, the degree of resistance to these demands tended to be directly proportional to the number of teachers in the system who held or were working on advanced degrees.

In a few of the districts studied, conflict has arisen over the size and incidence of differentials or extra-compensation for non-teaching responsibilities. In these cases, the teacher organizations have sought extra-compensation for any and all non-teaching duties assumed by teachers and advocated elimination of differentials between certain quasi-administrative positions, such as counsellor or department head, and classroom teachers. The first of these steps is designed to promote equity within the teaching staff, with particular reference to the relative status of junior and senior high school teachers. The second is designed to promote equity within the system, with particular reference to the relative status of classroom teachers and non-teaching personnel.

Boards of education have generally resisted both of these demands. The expansion of the incidence of extra compensation involves an increase in the costs of providing those non-classroom services, such as extracurricular activities, which are highly valued by the community with no benefit to the system in terms of recruitment or internal staffing. The elimination of differentials for non-teaching positions, on the other hand, threatens to inhibit the ability of the system to recruit for such positions either from inside or outside the system.

The Exercise of Teacher Power

In most of the districts studied, conflict over the structure of compensation was resolved in conjunction with the resolution of conflict over the size of the total compensation package, rather than independent of or subsequent to the resolution of such conflict. This was a result of the basic salary negotiation strategy pursued by most of the teacher organizations. In an effort to insulate salary negotiations from the traditional definition of ability-to-pay, most of the organizations refused to negotiate directly over the size of the total compensation package and insisted on discussion of specific salary schedules. As a consequence, the level and structure of compensation tended to be determined simultaneously.

This strategy had a mixed effect on the influence of the teacher organizations in decisions on the structure of compensation. The linking of the level and the structure of compensation enhanced the ability of the organizations to exercise group power by unifying the teaching staff in support of the organization's position. Structural issues invariably involve differential gains for various groups of teachers and can, in isolation, divide the teaching staff. On the other hand, the linking of the level and structure of compensation increased the ability of boards of education to resist the structural demands of teachers by associating those demands with an increase in the short run cost of public education to the local community.

Across the sample of districts studied, there is some evidence that the exercise of power by teachers did result in increases in the size of yearly service increments and expansion of differentials for earned degrees beyond the bachelor's degree. The extent of these changes in the structure of compensation in individual districts, however, varied significantly and was determined by two factors:

1) the extent to which salary negotiations resulted in an increase in the total compensation package;
2) the extent to which the structure of compensation was tied to the level of compensation in the final settlement of conflict.

In those districts in which the exercise of teacher power produced little or no increase in the size of the total compensation package, the exercise of teacher power also had little or no impact on the structure of compensation. This was the case primarily in those districts in which there was strong community resistance to any increase in total support of public education. Given this resistance, the level and structure of compensation were inevitably linked due to the existence of relatively fixed resources. In this situation, the exercise of power by teachers could not and did not generate a sufficiently strong political response to force or enable the board of education to alter its decisions regarding either the level or allocation of compensation resources. In effect, community resistance to tax increases could be and was translated into effective political opposition to changes in the structure of compensation once the board of education made a salary offer which exhausted its available resources.

In those districts in which the exercise of power by teachers produced an increase in the size of the total compensation package, the exercise of power also had some impact on the structure of compensation. In these situations, the boards of education sought to isolate structure issues once compensation resources had been augmented. Their success in this effort determined the extent to which the exercise of teacher power influenced the final allocation of compensation resources.

Boards of education were generally successful in isolating structure issues where a third party made formal public recommendations for settlement of a dispute over compensation issues. These recommendations generally served not only as the bases for securing additional resources but also as the basis for board of education decisions regarding the structure of compensation, i.e., they provided a basis for the exercise of power by the board of education against both the community and the teacher organization. Thus, in several of the districts studied, the formal recommendations of a third party resulted in both an increase in the size of the total teacher compensation package and the allocation of that package across the salary schedule in quite a different fashion than that called for in the demands of the teacher organization. In general, the result was a greater increase in the rewards granted for advanced academic preparation than foreseen in the demands of teachers, at the expense of the rewards demanded by teachers for service and seniority. The incentive for this approach to the allocation of compensation resources came from the desire of the boards of education to increase the percentage of teachers with the M. A. degree in the interest of increasing the apparent quality of the system. The ability to carry out the approach came from the inability of the teacher organization to challenge this allocation of resources due to:

1) the social acceptability of rewards for academic training;
2) the benefit of such rewards for a significant, if not majority, element of the staff.

Boards of education were not successful in isolating structure issues where teachers threatened or exercised economic power, and particularly where such power induced intervention and tripartite negotiations. In these situations, the demonstrated sensitivity of the communities involved to the power of teachers deprived the boards of education of any effective political basis for resisting the structure demands of teachers, particularly since these demands involved no additional short run economic costs to the community. In these cases, the teacher organizations were able to extend their group power vis-a-vis the community on the issue of the level of compensation to the board of education on the issue of the structure of compensation. In most cases, this produced a marked increase in yearly service increments and in rewards for academic training beyond the B.A. degree, at the expense of base salaries.

To date, the teacher organizations in the districts studied appear to have had little impact on the size or incidence of compensation differentials for non-classroom teaching responsibilities. Boards of education have generally opposed any expansion in the number of such duties for which extra compensation is paid on cost grounds. The teacher organizations have been unable to overcome this opposition largely because so few of their members are directly effected in the short run. The fact that many teachers accept such duties as an integral part of their professional responsibilities has further hampered the organizations. Boards of education have also opposed the elimination of existing differentials which are required for either internal or external recruiting. In some cases, this opposition represents a defense of the interests of a minority group within the teacher organization; in other cases, it represents defense of a group outside the bargaining unit. In neither case have teacher organizations been able to generate sufficient unity among their members to challenge this opposition with any great success.

Impact and Implications

The experience in the districts studied indicates that collective bargaining and the group power which underlies it have had some limited impact on the way in which teacher compensation resources are distributed within the teaching staff. The exercise of teacher power has led to larger increases for long service teachers and for teachers with the M.A. degree than would have been forthcoming in the absence of the exercise of power. These increases have tended to benefit the most active members of the teacher organization at the expense of inactive members or non-members.

The basis for this impact of group power on the structure of compensation has been the ability of teacher organizations to limit the exercise of monopsony power by boards of education in the allocation of those additional compensation resources made available as a result of the exercise of teacher power against the community. Thus, the shifts in the structure of compensation associated with collective bargaining have not involved lower starting salaries than would have existed in the absence of the exercise of power by teachers. They do, however, involve lower base salaries than would have been possible or desirable from a board of education standpoint, given the additional resources resulting from the exercise of teacher power against the community. Thus, the observed shifts in the structure of compensation have not adversely affected the labor market position of the districts studied. At the same time, however, they have not enhanced that position by facilitating recruiting or reducing turnover.

To date, it appears that collective bargaining has had only a minor impact on the structure of compensation. Board of education decisions regarding entry level salaries have not been replaced by teacher organization demands on maximum salaries as the basis for the allocation of compensation resources.

This may not, however, continue to be the case. If the states and the local communities involved should become more resistant to the requests of boards of education and the demands of teachers for increased support, the burden of teachers' salary demands and group power will shift to the district budget and particularly the largest element therein—employee compensation. The experience in the districts studied indicates that the greater the degree to which resources become fixed, the greater is the pressure on the teacher organization to change the structure of compensation in the system. Three types of such changes have been advocated:

1) those which benefit teachers at the expense of personnel outside the bargaining unit, e.g., administrators or janitors;
2) those which benefit current members at the expense of nonmembers, e.g., prospective teachers;
3) those which benefit a majority of members at the expense of the minority, e.g., elementary school teachers.

The fact that a minority of teachers can, by withholding services, force the closing of a school system implies that these pressures may become the bases for decisions regarding the structure of compensation. The fact that pure internal changes in structure involve no added short run economic costs to the community may deprive a board of education of the political base necessary to resist the economic power of the teacher organizations. The economic loss to teachers when schools are closed coupled with the limitations on mobility which are the basis of the board's monopsony power may deprive minority members of the teaching staff or teacher organizations of the economic base necessary to challenge the majority in the short run.

Summary and Conclusions

The experience in the districts studied indicates that collective bargaining and the threatened or actual exercise of teacher group power which underlies it have had a short run impact on both the level and structure of teacher compensation. In most of the districts studied, one, and usually both, of the following phenomena were observed:

1) an increase in the absolute and relative size of the total amount of resources allocated to teacher compensation within the district budget;

2) an increase in the absolute and relative size of yearly service increments and differentials for academic training beyond the B.A. degree.

The changes observed in the level of teacher compensation can be attributed to the impact of teacher power on the definition of ability-to-pay in the school districts in question. Specifically, the threat or exercise of power by teachers produced the following changes in the fiscal framework of salary negotiations:

1) a short run increase in the willingness of the state or the local community to support public education;
2) an increase in the willingness of boards of education to allocate available or anticipated resources to teacher compensation.

The practical effect of these changes was to enhance the priority given to teacher compensation in the formulation of school district budgets and thereby end salary determination on a residual basis. The immediate result of this change in the system of salary determination was a marked increase in average teacher compensation.

The changes observed in the structure of teacher compensation can be traced to the impact of teacher power on the definition of need-to-pay utilized by boards of education. Specifically, the threat or exercise of power by teachers forced the boards of education in question to consider more heavily the desires and satisfaction of teachers in the system in the allocation of compensation resources. The practical effect of this change was to add equity, as defined through the political processes within the teacher organization, to efficiency, as defined by the labor market, as the basis for decisions regarding the structure of teacher compensation. The immediate result of this change was a marked increase in the relative compensation of those teachers who were most active in supporting the teacher organization—generally, long-service teachers and particularly those in the secondary schools where a master's degree was required or strongly preferred.

The experience in the districts does not provide clear evidence as to the probable long run impact of collective bargaining and teacher group power on the level and structure of teacher compensation. It does, however, provide a basis for the identification of the forces which are likely to influence the long run impact of teacher power on the salary determination process in local districts.

Much of the short run success of the teacher organizations studied can be attributed to their ability to exercise power in the absence of any short run countervailing group power elsewhere in the environment, i.e., to their role as a "squeaky wheel." The ability of the organizations to continue and perpetuate these successes may therefore be determined by the extent to which countervailing organization and group power appear in the fiscal environment of salary determination in local school districts.

There are strong reasons to anticipate that such countervailing organization and power will appear both in response to the successes of teacher organizations and as a result of other forces:

1) Organization and collective bargaining are spreading among public employees under the impact of supporting legislation at the state level. The organization of other public employees will lessen the power of school systems and teacher organizations over state legislatures and local fiscal authorities and reduce the probability and frequency of intervention. This may deprive teacher organizations of one basis for increasing the level of compensation and altering the structure of compensation.
2) The pressure which large scale organization of public employees can be expected to exert on local tax rates may strengthen and solidify taxpayer resistance to the demands and group power of any and all groups of public employees. This will weaken both the willingness and ability of boards of education to accept deficit financing as the basis for salary settlements and deprive teacher organizations of a second basis for affecting the level and structure of compensation.

3) There are limits in the extent to which the consumers of public services will tolerate a reduction in the quantity or quality of service under the impact of collective bargaining without undertaking organization and political action. This may deprive the teacher organizations of a third basis for increases in the level of compensation.

4) There are limits in the extent to which the interests of a minority group of employees can be sacrificed to those of the majority without generating either a political or economic response. This will deprive teacher organizations of a final basis for altering the structure of compensation within the school system or teaching staff.

There is some evidence in the districts studied that these forces have already been set in motion. Intervention by state legislatures has been limited to the first serious impasse in a major school district. It has not been repeated either in impasses in other districts or in subsequent impasses in the same district. Intervention by city officials has continued in most cases but has changed in nature. Over time, it ceases to produce tripartite negotiations and results, instead, in assumption of the burden of any salary settlement by the school district. In some districts in which the boards of education have accepted deficit financing, the communities have not responded by increasing their support and have forced the boards to either perpetuate deficit financing or accept significant budget cuts and reallocation of resources. In a few districts this community resistance has reached the point where even organized labor has failed to support school tax increases or teacher strikes. Finally, in some of the districts, increasing organization and militancy can be detected among parent groups, civil rights organizations, non-teaching employees of the school system and various subgroups within the teaching staff.

These developments may imply that the advent of collective bargaining has produced only a temporary rather than permanent shift in the balance of political power in local school systems in favor of teachers. The degree of this shift and its probable duration appear to be a function of the willingness and ability of teachers to exercise economic power against the community.

V. WORKING CONDITIONS

Collective negotiations in education has had an impact on numerous of the myriad rules and regulations governing the day-to-day working life of the teacher in U. S. schools. This chapter will discuss that impact in the districts investigated in this study.

Control of the School Year, School Day, and Teaching Load

Length of the School Year

The length of the school year, although frequently controlled by law, became an issue in collective negotiations in some of the systems studied. In one large system, the teacher organization was ultimately successful in getting an entire week cut from the school calendar. Earlier, in this same system, the organization had prevailed on the board to grant an extra week's pay at the time of severence from the system in lieu of actually dropping the week from the schedule at that time. (Interestingly, this compromise on the issue was first suggested by the superintendent.) The board's reluctance for several years to finally cut a week from the school year was partially the result of direct pressure from leadership of the state legislature and was the result also of recognition that significantly reducing instructional time, particularly in a large city, might have important public relations and community support implications.

In another system, a contract clause was bargained providing that if the school year were ever extended beyond "x" number of days, the salary of teachers would be augmented appropriately. There was no evidence from this district however, that the board had any intention of adding days to the school year and there was little resistance by the board to the adoption of the clause.

Length of School Day, Teaching Loads, Preparation Periods

In several of the systems studied it was clear that negotiations had been responsible for shortening the school day. In some contracts, the precise number of clock hours a teacher was expected to be in the school and on duty was specified. In other districts, the teacher organization was content in gaining a negotiated guarantee that the present school day would not be lengthened unless required by law.

In some districts teachers were successful in reducing class load, both in terms of the number of classes teachers would have to meet per day, or per week, and in terms of the number of preparations for which each teacher would be responsible in a given semester or school year.

In other systems, negotiations resulted in commitments to programs of preparation and planning periods in both elementary and high schools. Often, contracts provided for the gradual phasing in, over a period of years, of complete and adequate schedules of preparation periods, or made implementation subject to the availability of funds. In one such contract, rigorously limiting class hour and preparation load, there appeared a clause specifically providing that teachers could, if they wished, volunteer for additional preparations.

Providing for "Free" Time

In several systems, the implementation of planning and preparation period programs was, per contract, made the responsibility of local school and central committees with both teacher and administration representation.

In one district, the contract provided for 100 minutes of planning time for each elementary teacher per week, with specific scheduling to be done for each school by the teachers and the principals in the building. Also, a systemwide committee was established to pool and publicize the best ideas coming from each of the schools as to how schedules could be revised to make the time available. In this system, despite much effort and trial and error, the plan simply has not worked. Various stratagems, such as the sharing of TV, library, and story time, and "doubling up" of classes where such was possible have not been favorably received by the teachers. Also, the lack of adequate facilities in many instances made "doubling" of classes awkward or impossible and, ultimately, discipline became a problem. Given the failure of the program (evidently anticipated by many), the teachers' organization now plans to make a demand for additional personnel to implement the program in the next round of negotiations.

In yet another system, the teacher organization took responsibility before negotiations for developing an elaborate plan (involving in part the doubling-up of physical education classes) which would provide preparation periods for certain grades in the elementary school. The board in this district adopted the teachers' plan on a trial basis and finally made it permanent after a year of experimentation.

In another system, a joint administration-teacher organization committee on daily planning periods has been successful in inducing the elementary schools of the district to provide an ever increasing number of planning periods to teachers. This committee has developed a reporting system to keep track of planning period program progress in each school, and implementation of the policy embodied in the contract is proceeding to the satisfaction of both parties.

The Use of "Free" Time

There has been conflict between boards and administrations on the one hand and teacher organizations on the other as to the use of unassigned or preparation periods gained in negotiations. The teacher feels generally that this time is or should be fully under his control, while the principal or the board may feel that some demands or limitations may be made on the use of such planning or preparation period time.

In one system investigated, this area of conflict has produced some interesting grievances. For example, in one case the grievant claimed:

> . . . that during a preparation period the principal called him to his office to discuss placement procedures for special progress pupils; that he spent the entire period at the office and that since this was not an emergency situation he was deprived of a preparation period in violation of the agreement.

The principal denied the grievance stating that the teacher had been called to his office for professional purposes of an emergency nature. The principal offered to recompense the teacher to the extent of thirty minutes —the time equivalent to the waiting period before their meeting—but said he would deny compensatory time for the fifteen minutes spent in discussion. The grievance was upheld at the third step in the grievance procedure when the hearing officer concluded, "In this instance the principal should not have utilized the preparation period for the purpose described above," and recommended, "that in the future the principal should refrain from using a teacher's preparation period except under truly emergency conditions."

In another grievance over the use of unassigned periods, the teacher claimed that the scheduling of departmental conferences during an unassigned period violated his right under the contract to use such period for professional work of his own choosing. The principal maintained that departmental meetings were clearly related to preparation for instruction and therefore a legitimate, required use of unassigned time under the contract. In this case the principal was upheld.

In still another case, a teacher claimed that a request that he visit the classroom of a teacher of greater experience and skill in order to improve his teaching techniques during an unassigned period violated the contract. The principal defended his action on the basis that the grievant was a probationary teacher with limited experience, was in need of improvement, and would profit from a program of intra-visitation. In this case, again, the principal was upheld.

As a result of disputes of this kind in this system, the board has continually attempted, both in negotiations and in the implementation of the agreement, to maintain some degree of control over the use of "preparation" or "unassigned" periods.

In another system studied the teacher organization attempted to protect the staff from the loss of unassigned periods by requesting a contract clause to the effect that the loss of an unassigned period resulting from a teacher being forced to cover an absent teacher should be compensated by an additional unassigned period from other parts of the teacher's schedule. The board was willing to agree in this instance that as a matter of "school policy" this was the procedure that would be followed, but they were not willing to have the commitment included in the agreement.

Relief from Clerical and Other Non-Teaching Chores

In several of the systems studied, one of the major accomplishments of negotiations, from the teachers' point of view, was the relief gained from having to perform a variety of clerical and other chores (milk distribution, supervision of playgrounds, cafeterias, sidewalks, corridors, and buses, money collection, scoring of standardized tests, book distribution, duplication of materials, register-keeping, etc.) not directly related to the instructional function.

In one system, the contract embodied a general commitment to eliminate non-instructional functions as available funds would permit the hiring of teacher aides and other para-professionals to relieve the regular teaching staff.

In another system where teachers were relieved by contract of responsibility for collection of monies, transporting of books, keeping of daily attendance records, etc., the administration, being unable to hire enough additional help, was forced to attempt to shift some of the burdens to the clerical and administrative staff in the schools. As the school secretaries were already organized in another unit, they were in a position to resist the assumption of significant new duties, while the principals (who ended up with some of the work) felt strongly that their time and energies were suffering a gross misallocation.

In the larger city systems, despite what we often found to be a mutually acceptable commitment in negotiations to allot funds for the hiring of teacher aides to relieve the teaching staffs of routine chores, implementation of the "relief" clauses has caused difficulties. In one system investigated there have been a number of grievances and arbitrations on the issue. These grievances were largely the result of the fact, first, that not enough aides could be hired in each school to completely relieve all teachers of all non-instructional duties, necessitating the rotation or assignment of a residuum of non-instructional duties to some regular teachers. Second, no guidelines existed, applicable to every conceivable situation, as to how aides could or should be used, in what were, in many instances, cases of first impression. For example, the issue in one arbitration case involving the use of teacher aides was posed as follows:

> Beginning with the February 1963 term at that school he [the grievant] was assigned to study hall supervision during the first period of the school day. Prior to this time, in the prior term, the grievant was supervisor of the boys' medical room. Also in this prior term, twenty-three teachers were assigned to study hall supervision and, of course, others were assigned to other phases of the "building assignment" detail. As of February 1963, in order to conform to the applicable provisions of the agreement, school aides were employed at the school to relieve teachers of the "building assignments." With respect to study hall assignments in particular, for the first few days of the term all of the students in "study hall" for a specified period were assembled as one group in the auditorium. Shortly thereafter they were broken up into smaller groups and placed in smaller sized study halls. An aide was assigned to each of the rooms with a teacher being assigned to a hall location where he was on call for any problems that arose in one of the study hall rooms. This change in procedure resulted in a reduction of the total use of teachers for such assignments from twenty-three to eight. The grievant was one of the eight assigned to study hall supervision. It is this assignment which the organization contends violates the agreement.

As a result of cases such as these, the board in this system insisted that a clause be added to the agreement providing that teachers would still be used in non-teaching assignments as might be necessary to supervise school aides and to protect pupil health and safety.

Another arbitration case on the problem of relieved time involved a decision of a high school principal to use two teachers instead of one to supervise the cafeteria during the noon hour. It was the principals' contention that the health and safety of the pupils justified or necessitated the use of two teachers and that the second teacher (grievant) should not be relieved by an aide. The arbitrator in this case held that in the absence of any proof of a particularly difficult discipline problem or any marked growth in the student population, the principal was required to at least try the use of only one teacher in line with accepted practice in the system.

As with "free" time made available by, e.g., increased preparation periods, so too the issue of the control of time gained by teachers relieved by school aides has proved to be an important one in this system. The agreement between the parties, while providing that teachers relieved by school aides of administrative assignments should not be assigned to teaching duties in lieu of such assignments, also listed specific activities which would be appropriate for teachers to pursue during periods made free by the appointment of teacher aides. This list for the high schools was as follows:

> Teachers relieved of administrative assignments by school aides should be programmed for the periods so relieved for professional duties and projects and they should be permitted to select for this purpose activities among the duties and projects hereinafter listed, and others of a similar nature, with the understanding that the principal may make specific assignments from among the duties and projects listed, or to others of a similar nature, as the needs of the school require.
>
> Appropriate activities in lieu of administrative assignments covered by school aides are:
>
> (a) Duties and professional projects which are related to the instructional program of the teacher and his department, such as, but not limited to:
>
> Curriculum development and adaptations;
> Review and selection of instructional materials;
> Long range and unit planning;
> Preparation for departmental and other conferences;
> Construction of departmental and teacher tests;
> Correction of written work of pupil;
> Pupil conferences;
> Pupil interviews;
>
> (b) The planning of guidance and guidance material for officials or subject class pupils and individual conferences with the teacher's pupil when in the judgment of such teacher such conferences are deemed desirable.

Duty Free Lunch Periods

In many of the systems studied, negotiations were instrumental in gaining for teachers full implementation of duty-free lunch period programs. In some cases, commitments for provision of a complete lunch period program were made subject to the availability of funds, extra personnel, etc. While the issue of duty-free lunch period is not often the cause of high conflict in negotiations, it is often an issue of great emotional appeal to teachers. An arbitration case on the duty-free lunch period provision of the contract in one of the districts studied suffices to give an indication of this sentiment. The facts in this case were set forth by the grievant as follows:

> At 11:50 a.m. the dismissal bell rings—and the teacher escorts the children—starting at 11:50 a.m.—from the classroom to the street level, exits or lunch rooms. The grievant's classroom, being on the fourth floor, the procedures require her to escort her class down the stairs to street level—for those going home to lunch; then she proceeds to escort some of the children to the cold lunch room: and finally those remaining, to the hot lunch room in the basement . . .

The grievant's lunch period began at 11:50 and extended to 12:40. The grievant claimed that escorting children to the exits and lunch rooms took from seven to ten minutes, thereby depriving her of a full fifty minute duty-free lunch period as provided by contract.

In another district a contractual obligation to provide a thirty minute duty-free lunch period for all teachers was met by curtailing the lunch periods of teachers in the system who previously had had longer than thirty minutes for lunch. The teacher organization in this district, though it grieved, finally had to acknowledge "defeat," and has made restoration of the traditionally longer lunch period for certain classes of teachers a prime bargaining demand for subsequent negotiations.

Compensation for "Overload"

In some systems, teacher organizations have claimed, successfully, that when because of the absence or shortage of regular teachers a teacher is given an extra class assignment or had her work load increased in some manner, she should receive either additional pay or compensatory time off.

Alternatively, in some instances where the extra pay demand has been rejected, the board has agreed to provisions calling for overloads to be distributed equally among the staff.

In one district where the teacher organization had to fend off unusual pressure for years for favored treatment by special groups, the thrust in bargaining was to reduce teachers' loads and equalize them rather than seek extra pay for extra non-equalized duties.

Work Beyond the Regular School Day

Despite the fact that much of what appears on the subject in contracts between teacher organizations and boards reflects pre-existing policy, there is no question but that teachers have used the power generated by collective bargaining to control, curtail, and receive extra compensation for time spent working outside of the regularly scheduled school day.

After School Administrative Meetings

After school meetings held by the principal or administrative personnel in the system may be limited in terms of both duration and frequency. In one system studied, a compromise in this issue was effected in negotiations providing for two after school meetings per semester, each to run one and a half hours, with school to be dismissed an hour early on meeting days and teachers to stay one half hour beyond the normal end of the school day. In other systems, a simple hour limitation per semester or school year has been placed on the amount of time that the administration can insist that teachers spend in after school meetings.

An illustration of the type of conflict which is possible in this area is provided by a grievance which occurred in one of the districts studied. The grievance involved a charge of violation of one of the board's bylaws which prohibited the required attendance of teachers for more than forty minutes after the school day in a faculty meeting. The grievant walked out of an after school faculty conference after fifty-three minutes and the next day was directed by her principal to appear at his office at the close of the school day for a discussion of those matters which she had missed by leaving the faculty meeting before its conclusion. The teacher did meet with the principal on the following day and then filed a grievance charging violation of the bylaws and raising questions as to 1) whether the principal could demand that a teacher attend a conference on short notice except in a situation where an obvious and clear emergency had arisen and 2) whether he might require an additional conference if he is limited to forty minutes and if the practice has been to hold only one conference per month.

In holding for the teacher, the hearing officer found 1) that regular, general faculty conferences should be limited upon faculty request to the number of minutes permitted by the bylaws, namely forty minutes following the end of the school day, 2) general faculty conferences should be limited to one except in situations where there is a pressing urgent need, and 3) conferences called on days of the week other than Monday (the regular conference day) must be of an emergency nature only.

This case, in addition to representing a significant victory for the teacher organization, brought out quite clearly the organization's view of the grievance procedure as a means for the protection of individual rights vis-a-vis either administrators or other groups of individuals in the school. Thirty-eight teachers who had been in attendance at the faculty conference signed a letter in which they expressed dissatisfaction with the unilateral action taken by the grievant and support for the principal with respect to both his actions which were the subject of the grievance and his overall conduct of school affairs. The teacher organization's response is worthy of detailed attention. In answer to the teachers' statement that they were "chagrined and disturbed by the unilateral action" taken by the grievant, the organization leadership stated:

> The collective bargaining agreement provides that every teacher either alone or with others similarly situated has the right to seek redress of grievances. Since [the grievant] is exercising her right as a teacher and organization member in seeking redress of what both she and the organization consider a proper grievance, it would be highly improper and contrary to organization policy for the [organization] not to support [the grievant] in this matter.

In response to teacher support of the principal's action, the organization stated:

> The organization, on the contrary, takes the view that [the principal] has, in fact, on numerous occasions violated the by-law governing the length of school day by holding after school conferences in excess of the proscribed maximum of 40 minutes, and that he should not, therefore, be upheld in violating by-laws.

In response to the teacher statement of support for the principal as an "exemplary supervisor and sincere friend" the organization stated:

> The [organization] takes the view that such a statement is irrelevant and immaterial since neither the proficiency of the principal as a supervisor nor his personal or professional relationships with staff members has any bearing on whether [he] has violated the by-law as alleged in [the grievant's] appeal.

The organization's closing statement: "We urge the teachers signing the petition to distinguish between principals and principles" gives perhaps the clearest indication of their view of the grievance procedure and their willingness to support an individual vis-a-vis all opposition whether it be from superiors or from a peer group. This case is also a good example of the kind of building level adversariness which a formal collective agreement can introduce.

Parent-Teacher Conferences

In some of the districts studied, negotiations have resulted in time-out of the regular teaching schedule being provided for parent-teacher conferences which previously had been held outside regular hours. In one district it has been provided by contract that one scheduled school day per semester be set aside for parent conferences subject to the proviso (insisted on by the administration) that such conferences could be held "at other times agreeable to parents and teachers."

Extra-Curricular Activities

Limitation of and pay for extra curricular activities has received much negotiating attention in the districts investigated. In some systems, a weekly maximum for "expected" extra curricular services has been bargained. In others, a certain number of extra curricular "functions" per year at which attendance will be expected is specified. In at least one district, though, this approach has caused inequities resulting from the fact that certain "functions" for some teachers may be much longer than the "functions" attended by others.

In some cases, the collective agreement will provide a certain number of extra dollars per hour for all time spent on extra curricular activities beyond a specified maximum.

In one case studied the "would be expected" to engage in certain extra curricular activities of the old personnel policies manual was changed to "will be asked" in the negotiated agreement. In another instance, a teacher organization asked for and received in negotiations a clause making teacher participation in extra curricular activities voluntary, subject to recognition that "their responsibility to their students and their profession requires the performance of duties that involve expenditure of time beyond that of the normal working day."

Assignments and Programming

Assignments and programming, traditionally an area for the exercise of significant discretion by the local school administrator, has had a good share of attention in negotiations between teacher groups and boards of education.

In general, and particularly in the large city systems studied, the thrust of teacher organization effort has been to insure a measure of objectivity in the making of assignments by insistence on the use of the seniority concept or the rotation of choice positions.

However, in a number of systems investigated, it was established by contract that while seniority would be given weight in making assignments, the principal's judgment as to teacher "competency" would also be given consideration. Actually, the adoption by contract of such a standard in these districts was not the cause of any conflict in negotiations and did not represent any significant departure from past practice.

It is exceedingly difficult to attempt to impose a precise and wholly objective system of rotation and/or seniority on the quite complex assignment and programming problems encountered in particularly the large school. In one system studied the administration is enjoined to simultaneously 1) "honor preferences," and consider and judge "qualifications" as well as seniority among two or more teachers competing for the same grade level, special or non-teaching assignment, 2) rotate teachers equitably among alternatives with respect to sessions, teaching assignments, special honors and modified classes, home rooms, and "difficult" and "less difficult" classes on each grade level, and 3) give first preference in making non-teaching assignments to any qualified teacher who has not previously had a non-teaching assignment, etc., etc.

Similarly, the agreement in this system contains guidelines which serve to limit the discretion of the individual principal in programming the activities of teachers. These guidelines provide, for instance, that no program contain more than three consecutive teaching or four consecutive working assignments, that numbers of different rooms assigned and the numbers of different preparations required per teacher be kept to a minimum, etc.

Clearly, with requirements as variable, complex and lacking in definitiveness as these (many of which, it should be noted, were pre-existing practice) a relatively large degree of discretion must be continually exercised and some measure of flexibility retained by those responsible for assignment and programming. Thus, recognizing the inevitable imprecision of the process, the board in this district refused to make these provisions of the agreement subject to arbitration and qualified their application with conditions such as "insofar as possible," "except for unusual circumstances," "where advisable and feasible," "wherever administratively possible," etc.

As might be expected, and even though not subject to arbitration, assignment problems in this system have become a major source of grievances.

Class Size

Many of the bargained agreements in the districts studied contained clauses covering class size. A number of boards in the first round of negotiations, at least, argued that class size was a matter of educational policy in the district and, as such, was not a proper matter for negotiation or inclusion in the collective agreement. The teacher organizations countered, however, with the argument that class size was clearly a "working condition" intimately affecting the basis on which teachers provide their services. Most boards finally acknowledged the inevitability of bargaining over class size and, in most cases, their fears that negotiating on the subject might result in significant compromises on a crucial policy issue have proved groundless.

A number of the class size clauses from the districts studied merely memorialized existing practices and represented nothing more than an affirmation of the status quo. In some other instances where the negotiated agreement represented a commitment to reduce class size, the board was in complete support of the reduction and the issue was not productive of conflict in negotiations. In some cases, again with the acquiescence of the board, the contractual commitment to reduce the size of classes was made contingent on the availability of funds for the purpose.

In still other cases where the bargained agreement provided specifically for reductions representing an improvement over prevailing practice, qualifications such as "insofar as possible" and stated reasons for exceptions[*] may appear in the agreement, largely to protect the board and the system with regard to the significant budgetary implications of the class size issue.

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[*] In one district studied, class size "objectives" could be exceeded if, among other reasons, 1) adequate space was not available, 2) conformity to objectives would result in short time schedules or half classes, or 3) a larger class is "necessary or desirable to provide for specialized or experimental instruction," etc.

In short, the inclusion of a class size clause in a negotiations agreement is more often a procedural or symbolic rather than substantive victory for a teacher organization. Of course, even if the class size maximums stipulated in the agreement reflect nothing more than current practice, making these maximums subject to the grievance and arbitration procedure is a not inconsiderable gain for the teacher organization. In addition, the contract may provide, as in one system studied, that if a teacher is assigned to a class over the maximum, the principal shall stipulate the reason in writing to the teacher and to the superintendent. That procedural gains of this sort may be useful or meaningful even though the bargained maxima are not a dramatic departure from the status quo is indicated by the fact that in one large system studied where this was the case, the class size provisions of the agreement proved to be a major source of grievances.

Miscellaneous

Substitutes

In at least one large city system studied, much attention was given by the teacher organization in several different rounds of negotiations to the working conditions of the substitute teacher. As a result, the substitutes in this system now enjoy substantial job security including seniority on their jobs vis-a-vis other substitutes, the protection of their position in the district afforded by the grievance and arbitration procedure, and a central placement agency established by the administration.

Summer School Service

In a number of the systems studied, it was alleged by the teachers' organization in negotiations that the dispensing of desired summer school positions was not handled according to any objective principles or guidelines and constituted, in sum, a form of "patronage," with favoritism rife. Thus, in a number of instances, the collectively bargained agreements provided for specific standards to be followed in the making of summer school assignments, including seniority, rotation, preference to teachers who had not previously had an opportunity to teach summer school, and guarantees that all teachers within the system would be offered summer school opportunities before any persons outside the system would be hired. In most of these cases, the administration claimed that, despite the teachers' perceptions to the contrary, most of the rules embodied in the agreement had been followed before the advent of collective negotiations; in any event the subject was not productive of significant conflict in negotiations.

Teacher Files

The contents of a teacher's official file is of great interest and concern to the individual teacher as a result of the implications of such contents for personnel decisions within the system and the impact such a file may have should the teacher desire to seek a job elsewhere. The power to insert materials in the file is regarded by teachers in some instances as a significant one which can be used on occasion for punitive or discriminatory purposes.

Specifically, teachers fear insertion of materials into their files without their knowledge, the absence of free access to the files as a check on such insertions, and inability to rebut any judgments recorded in the file. Thus, a number of negotiated agreements provide the right to teachers first, to examine their files at their request, and second, in some instances, the right to make a formal, written rebuttal to any derogatory material therein. Generally, the bargaining of these clauses has not been productive of significant conflict in negotiations, although, in most cases, the administration has insisted on the insertion of a clause exempting "confidential" material (recommendations from schools, other employers, etc.) from teacher scrutiny.

School Level Contract or "Policy" Meetings

A number of contracts in the districts studied provided for school level and teacher organization representatives to meet with the principal on a periodic basis during the contract term for discussion (not negotiations) of local school administrative problems, "educational policy and development," and the local application of the bargained agreement.

These school level meetings with the local school principal (often monthly) tended heavily to be preliminary or anticipatory grievance meetings, with a substantial amount of time devoted to airing informal complaints. Substantive discussions most frequently centered around the interpretation or application of the bargained agreement. Some teachers in several districts indicated that these local meetings established by contract were valuable in providing a formal communication link between the principal and local school teacher leaders, that the meetings aided considerably in the "smooth" implementation of the collective agreement, and that they allowed teachers a participatory voice for the first time in a number of areas of educational management not necessarily covered by the agreement. Other teachers were more negative in their reactions to the local meetings, denigrating them as being mere "gripe" sessions. Evidently, the personalities of participants in these meetings and the attitudes of principals and the organization leaders toward what might be accomplished in the local meetings were important determinants of success.

In some instances, particularly at the outset of a new relationship, school principals actually "bargained" with the local school committee and arrived at important substantive agreements with local teacher leaders. Often, such agreements were supplementary to the centrally-bargained contract; too frequently, though, the side agreements were contradictory to or were resulting in non-uniform application and interpretation of the master contract. In these cases, the central school administration was quick to make it clear that the local school committees were not to engage in any form of bargaining or negotiating but were to restrict themselves to discussion of problems arising under the existing agreement.

In some larger districts problems have arisen from the fact that the organization having majority representational rights for the system as a whole may be in a minority in single schools. In one district where "school policy committees" predated the advent of collective bargaining and the majority representative gained the exclusive privilege in negotiations of making appointments to those committees, much "policing" has been necessary in individual schools where the rival systemwide minority organization enrolls a majority of teachers.

Summary and Conclusions

Utilizing the power generated by collective negotiations to effect further significant reductions in the school day and/or the school year could conceivably have a negative impact on community support for the schools. However, there are formidable legal and practical limits to significantly curtailing the school year or the school day, and it seems quite doubtful that any long run trend in this direction will be established through negotiations. Gains made in this area to date by teacher organizations in negotiations have been largely at the expense of schedule "slack" in systems which are well above the maximum set by the law or above the average for districts in a given area. Certainly, negotiation has been utilized to elaborate precise rules delimiting the school day, which rules have had some impact on flexibility which could previously have been exercised by school principals; whatever the principals have lost in this regard, the teachers claim they have gained in knowing precisely what the system's day-to-day claim on their time will be.

It is true that in at least one major system studied, negotiations have resulted in an inexorable and significant reduction in the number of hours per week teachers must actually meet with students, much to the concern of the administration of the district. However, although predictions here are not of much value, it would seem that with the possible exception of compensatory educational programs and "difficult" schools, a practical lower limit will ultimately be reached which will not be subject to further significant reduction. The substitution of planning or preparation and unassigned periods for actual classroom teaching or "administrative duty" periods could definitely have a positive effect on the quality of classroom activities and the "professionalization" of teaching generally. The output, in terms of class achievement, of this shift in the use of teacher time is not likely to become visible for some time (if ever) and will be exceedingly difficult to measure. In those systems which have preparation and/or unassigned periods, charges and counter-charges abound as to "professional" uses to which teachers are or are not putting their newly won free time. In most of the systems studied the phenomenon was of too recent origin to allow definitive appraisal within the scope of these investigations. Where more free teacher time is being provided by the hiring of additional paraprofessional personnel, the implications for the budget are, of course, measurable and obvious. In some of those systems where "free" (nonteaching) time has had to be "squeezed out" of existing schedules and complements of personnel available, there is strong evidence that day-to-day and week-to-week scheduling of facilities and personnel time have been rationalized and made somewhat more efficient. As we have noted, however, the attempt to "do more" with existing resources has not always been successful.

The push in negotiations for extra pay or compensatory time for over-load or extra-contractual duties, or the equalized rotation of such "additional" chores, has forced a further tightening of schedule making procedures and, once again, has had a significant impact on the discretion and flexibility which can be exercised by the local school principal. Grievances discussed in this chapter give pointed illustration of this phenomenon. Also, it is clear that the principal has been affected in those school districts where every judgment made on the deployment of teacher aides or the claims which might be made on a teacher's "free" time is subject to question through a grievance and arbitration procedure.

With regard to parent-teacher conferences, the trend seems to be in the direction of holding these meetings increasingly on school time, or, if at other times, with compensating time-off being provided.

Increasingly, maximum extra-curricular activities time is being specified in collective agreements, and in many instances, extra-curricular activities now command supplemental pay. It was impossible to measure, with any precision, whether subjecting extra curricular activities to specific rule-making via collective negotiations had reduced significantly the amount of time spent by teachers on such activities. With the exception of one district, which had imposed a ban on teachers' driving students to functions outside of school hours, there were few specific instances unearthed of extra-curricular activities curbed as a result of limitations written into the collective agreement.

Objectivity through application of seniority and equality of treatment by way of rotation and a consequent restriction on administrative discretion and flexibility in scheduling teachers for classes and making other assignments are clearly the hallmarks of the assignment clauses bargained in the districts studied. However, while the principals' actions in the assignment area have clearly been made responsive to the negotiated rules, and while, in many instances, his decisions are subject to challenge through the grievance procedure, most boards have resisted depriving the local school administration of all flexibility and most principals seem still able to exercise at least a minimally adequate degree of discretion in assigning and programming in all districts studied.

On the class size issue, while there is little evidence that the process of negotiations has been, per se, responsible for dramatic reduction in pupil/teacher ratios, including class size provisions in the agreement and making them subject to the grievance procedure has in some instances forced school administrators to make shifts to assure that averages for all teachers become maxima for each teacher and to so schedule and program as to provide balance and equity among teachers generally.

In sum, negotiations on "working conditions" in the schools has to some extent substituted centralized decision-making for decentralized decision-making on the management side. School principals have lost significant discretion in this process, and in a number of systems they not only resent this loss, but are actually undertaking organization themselves as a means of securing a stronger voice in such centralized decision-making, if not to check and reverse the trend itself. However, although the impact of the negotiated agreement on the local school principal and on other administrators in the hierarchy is often considerable, what is perceived by school administrations to be at least a necessary minimum of discretion and flexibility is being maintained and protected.

VI. THE FUTURE OF BARGAINING IN EDUCATION

Revolution or Freezing of the Status Quo?

One must judge that collective negotiations, at least where it has been practiced to date along largely private sector lines, has been quite compatible with the educational enterprise. The tradition of the single salary schedule long before the advent of bargaining, the lack of any objective, widely acceptable standards by which to judge teacher performance, and, thus, the absence of teacher accountability and "merit" pay differentials, the widespread use, before the negotiations movement, of seniority and other objective standards for the movement and placement of teachers in large scale bureaucratic organizations, are all factors which virtually assured the easy transfer of collective bargaining principles and practices to the "professional" field of public school teaching.

Bargaining in education, as we have seen has had a definite impact on working conditions, traditionally conceived; the teacher personnel codes and manuals of school systems are being modified and rewritten jointly in negotiations by teacher organizations and school administrations. While the impact of the negotiated agreement on the local school principal and other administrators is often considerable, adequate discretion and flexibility are being maintained and there is no hard evidence in the districts we have studied that, for instance, the traditional principalship function is in danger of imminent demise.

In "policy" and "professional" areas, too, bargaining has gained for teachers a voice, if not control, in matters hitherto reserved exclusively to board and administrators.

And, probably of greatest significance to date has been the impact of group teacher power on the salary schedule.

As far as the process of bargaining is concerned, it appears that the familiar game-playing and utility-matching approach of the private sector will come to predominate in education. Impasse resolution remains a significant problem; even here, though, there are some encouraging hints from this study—for instance, evidence that an initial experience with fact-finding by local citizens may be sufficiently distasteful to both boards and teachers' organizations to induce them to avoid impasse in subsequent negotiations.

As we have had occasion to note previously, however, collective bargaining in the private sector of the economy in the U. S. is hardly a revolutionary phenomenon; it is essentially an affirmation of and an adaptation to the status quo. And, from the evidence at hand, there are few good reasons to assume that the impact of collective negotiations on education will be radically different.

Indeed, the one significant question at the moment is not so much whether teacher bargaining is itself a process likely to revolutionize education, but rather, conversely, what the impact of collective negotiations on education is likely to be with respect to "freezing" the present structure and administrative practices of our educational enterprises:

1) The abolishment of the single, uniform salary schedule in the schools (pursuant to which, for example, math or science teachers in relatively short supply are paid the same as, say, social studies teachers in relatively plentiful supply) has long been urged by those concerned with economic inefficiency in our educational enterprises. What will be the effect of a well-entrenched system of collective negotiations on a school which attempts, as many surely will in the years that lie ahead, to depart from or modify significantly the uniform, single salary schedule concept?

2) The new systems analysis approach to the organization and administration of our schools and the measurement of the effectiveness of the schools will definitely, when and if implemented, call for wide differentiation of task, status, and role, and rewards and remuneration within the relatively undifferentiated "teaching force" as presently established. As the Supreme Court of the United States long ago observed, collective bargaining is a process "which looks with suspicion on individual advantage," and which, because of its internal political dynamics, tends inevitably toward the uniform, undifferentiated pay scale and the application of the common rule generally. Based on experience in the private sector, and some hints from developments to date in school districts, one can predict that the systems analysis approach to differentiation of tasks and rewards among the teaching force may meet with some stout resistance at the negotiating table.

3) What is likely to be the impact of collective bargaining on the decentralization of some of our larger educational bureaucracies in the big cities? Certain of the plans which have been advanced to date for decentralization of our city systems would seem to be compatible with central, citywide negotiations and the uniform application of policies regarding hiring, promotion, assignment, dismissal, pay scales, etc. However, decentralization which grants significant autonomy to local school districts or individual schools on subjects previously covered uniformly by contract, for an entire city, will undoubtedly meet powerful resistance from teacher organization interests.

4) School boards and lay community groups have frequently, in recent years, without much success, insisted on the adoption in local school districts of some form of "merit" pay plan to reward "superior" or outstanding teaching effort. And, it is expected that with

the new emphasis on higher teacher salaries resulting from the new "teacher militancy," community insistence that outstanding service and capability be rewarded will increase. As a by-product of the current "systems analysis" emphasis, expectations are running high that we are on the threshold of a new era of more objective evaluation of teacher performance and teacher accountability through measurement of input and output in the individual classroom situation. Once again, we might predict that, on net, power generated by teachers through collective negotiations will make experimentation with and installation of input-output measurement of teacher accountability and pay differential plans based on classroom performance much more difficult for school boards and administrations than would have been the case prior to the advent of the negotiations movement.

Of course, it has been argued that any "merit" pay plans of the old variety which were occasionally successful always involved close communication between teachers, board and administration, and succeeded only where the acquiescence of the teachers to the plan and their involvement in it had been sought and gained. Negotiations, so the argument goes, provides the opportunity for that interaction in many school districts where it might never have existed before, and may thus enhance the probability of the adoption of "merit" pay plans. While such results may prevail in some school districts, our guess would be that the political exigencies of the adversary conflict-oriented collective bargaining relationship will in most instances mitigate against the kind of flexibility needed for such an outcome.

5) What impact is collective negotiations in the schools likely to have on the adoption of the new automated teaching methodologies? The teaching machines, teaching by television, and various forms of

"computerized" instruction have not received widespread implementation as quickly as some might have guessed a few years ago. Nonetheless, the new teaching methodologies are going to have a major impact on education in the future. Are teachers likely to resist through collective negotiations the adoption of the new instructional methodology when it has been perfected and become widely available? While clearly automation of the teaching task has some potential for the replacement of teaching personnel, it is hard to believe that in the foreseeable future, with chronic "shortages" in the teacher labor market, our rapid population growth, and the continuing need for teachers along with the automated devices, adoption of automation in education could proceed at such a pace that teacher unemployment could result. Whatever the pace of adoption, it is not likely to be so rapid that there will not be adequate lead time for the market, operating through enrollment in teacher training institutions, to adjust to the need for fewer teachers as a proportion of student population in the long run.

It might be noted also with respect to this problem that the relatively large amounts of capital needed for implementation of a thorough-going computerized instructional program may be difficult for a school district to accumulate given the constant pressure on salaries resulting from teacher successes at the negotiating table. However, there are indications that large-scale cooperative and sharing efforts between, for instance, suburban areas and central city school systems may cut developmental costs sufficiently so that very great expenditures by any single system may be unnecessary.

6) Finally, the power generated by collective bargaining in most of our major cities primarily through the insistence on the application of at least a modified form of seniority in the making of teacher transfers has blocked necessary modification of these systems to meet the

needs of the inner city schools. The problem of adequately staffing inner city schools with experienced and integrated staffs, is an immensely complex one which existed long before the advent of collective bargaining. It is not the intention to single out the preferences of teachers, as manifested through their bargaining agents in these cities, as the primary obstacle to an adequate solution of the staffing problem. However, the example is indicative of the fact that collective bargaining can be used to "freeze" existing practices in the face of strong pressure for change from a school board and administration or interested parent and community groups.

Pressure for Money: Statewide Salary Schedules?

Probably the most dramatic impact of bargaining in education to date has been, as we saw in Chapter IV, on the level and structure of teacher compensation.

While it is clear that negotiations in many school districts has been responsible for short run economic gains to teachers of considerable magnitude in excess of what would have been forthcoming in the absence of collective pressure, a number of factors indicate that the rate of gain in salaries may well diminish in the foreseeable future:

1) First, ever-increasing numbers of public employees are bargaining on the municipal and state levels. The pressure generated by these employees at city hall and in the state legislature for their "fair share" of the tax dollar will probably force those public officials responsible for overall governmental budget decision-making and planning to place the needs of the educational enterprise back into perspective and to resist, in greater degree than has been the case in very recent years, insistent pressure of teachers and their organizations for very large salary increases.

2) There is no hard evidence as yet that the exercise of teacher power has changed the basic attitude of the taxpaying public as to the appropriate levels of total community support for the educational enterprise. There is some evidence, though, that, increasingly, taxpayer and legislative resistance may mount in the face of board and teacher demands for ever larger school budgets continually increasing as a proportion of total state and local governmental expenditures.

3) The opportunities, grasped initially as a result of bargaining pressure, for reallocation within the school budget to increase the economic gain of teachers through higher salaries and fringe benefits tend to diminish in succeeding negotiations.

4) Finally, as bargaining experience is accumulated, as basic unresolved policy issues are settled, for instance, with regard to the strike and impasse problem, and as the often "chaotic" nature of school negotiations (which would seem, as far as "power balance" is concerned, to favor teachers and their organizations more often than not) become more "settled" and "rationalized," gains in the economic realm are likely, it might seem, to "level off" and be less spectacular.

As boards of education and the public at large learn to live with and perhaps even occasionally "break" a teacher strike, and as counterbalances to teacher power begin to develop in the form of power exercised by other employee groups in government, and in the form of local voter and legislative resistance, will the impact of the new teacher militancy be blunted, countered and absorbed without the need for state governments, in effect, to "take control"? Or, to consider another alternative, will chaos and the triumph of strong, relatively large, "essential" public service groups over weak through the undisciplined, coercive exercise of strike power force the state to counter the effectiveness of employee groups, to arrogate unto itself, centrally, all significant decision-making power?

Assuming that teachers and other groups of public employees continue to strike, and strike successfully, the state may find it desirable and necessary to centralize decision-making on salaries and other important aspects of the employment relationship.* If, for instance, large school districts in a state are able to strike successfully at the expense of small, and if the large, powerful organizations of public employees working in relatively essential services in or out of education, are able, through the exercise of strike power, to starve the less vital and less visible functions of government, state legislatures may have to directly assume the role of bargaining agent on the employer's side. The purpose of such a move would be twofold:

1) Within education, to achieve a parity among all districts of all sizes within the state, and,
2) For the entire governmental enterprise, to achieve parity among teachers and all other employees in the government service.

If it is decided as a matter of public policy not to prevent public employee strikes or at least adequately control strike activity, chaos in budget making and other aspects of the conduct of the governmental enterprise may result, making centralization of vital governmental decision-making inevitable.**

While strikes would not necessarily be prevented by such centralization of decision-making, at least there would be only a single agent in each field of employment to be dealt with and the probability of the whipsawing of the legislature might be reduced.

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*It may be argued that more state level attention to salary schedules and other aspects of school operation might have the advantage of rationalizing state aid formulas to a greater degree than is true at present and may ultimately result in more equitable distribution among districts in a state of tax funds available for education. On the other hand, however, statewide "freezing" of important aspects of educational policy, including the form and structure of the salary schedule, might end many chances for experimentation and innovation in local districts.

**See, Richard Albin, "New York City's Perpetual Fiscal Crisis," The Wall Street Journal, Monday, October 30, 1967, p. 14.

The evidence on centralizing tendencies which may be inherent in big city school district bargaining is not yet all in by any means; the relationships of the large cities to their state legislatures are anything but stable.

In one of our large cities, for example, the first round of negotiations forced an increase in the state aid formula. The second time around, the legislature is indicating that it may refuse to provide more funds to "bail out" the board of education's salary "deal" which forced the board into a debt position. The threatened strike, if it ensues, will clearly be against the legislature, not the school board. In another major city, the first significant round of negotiations actually resulted, in effect, in bargaining at the eleventh hour with the legislature. Money was traded off by the legislature for a promise that the school week would not be shortened in a direct communication with legislative leaders. In the second round of negotiations (the governor and the legislature refusing adamantly to take action) the district committed itself to going deeply into the "red" to underwrite an impressive salary schedule agreement. And, we might note, parenthetically, that "going into the red" in another of our large cities provided more than a little of the motivation for the board to file suit against the state asking for "equalization" of state aid so as to provide for equality of educational achievement and results.

Of course, one might argue that in the largest city in the land, pressure on the legislature for additional school funds has resulted in counterpressure from the legislature for decentralization of the school system. While it might be admitted that this result, when effected, will run counter to tendencies for centralized decision-making, it is important to note from this and other evidence that public education is in the political arena to perhaps a greater extent than ever before, partly as both a direct and indirect result of collective negotiations and the exercise of teacher power. As Iannicone points out,* the old educational control structures and consensus (based largely on rural-political, state education association and administrator linkages) are breaking down, partly, at least, under the impact of the new teacher militancy, and while the centralization process is being hastened by other factors such as federal aid, reapportionment, the drive for equalization, etc., negotiations will definitely be yet another important causal factor in focusing a "closeup" legislative look at precisely what is going on in all school districts within a given state.

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*L. Iannaccone, "The Future of State Politics of Education," in Frank W. Lutz and Joseph J. Azzarelli (eds.), Struggle for Power in Education (New York: The Center for Applied Research in Education, Inc. [1966]).

In all probability, the pace at which teacher bargaining will force legislatures to begin rationalizing the school budget-making process at the state level and centralizing control generally will be a function of the effectiveness of the strike, or, conversely, the extent to which public policy successfully precludes strikes.

Teacher Organizations and the Variability of Response

Differing Approaches to Conflict and Negotiations

In assessing local school district teacher collective activity in the U.S., there is a tendency to draw conclusions and make projections from those districts practicing relatively formal, adversary, conflict and compromise-oriented negotiations; this, after all, is where the "drama" and "action" are most intriguing and visible. However, we must caution again, as we noted in Volume I, that the procedures, processes and even basic assumptions underlying interaction between school boards and teachers or their organizations are anything but homogenous and uniform in the United States.

Professional negotiations is still viewed by many NEA and state association affiliates as essentially a plus-sum game, based on the assumption that with all appropriate available facts and a process for communicating, reasonable men will agree on decisions to be made, without conflict arising as a result of differential roles or positions within the organization.

One result of uncertainty about the precise nature and depth of conflict which may be inherent in the school organization, and uncertainty as to exactly what negotiations are expected to accomplish, is the support of "all-inclusive" bargaining units containing both administrators and rank-and-file teachers.

In Connecticut, for instance, as we have noted, administrators and teachers may vote separately in an election to determine whether they will bargain as a single unit or be represented separately, with either group having a veto over being joined with the other in a single bargaining unit. The unified approach has been adopted in the majority of elections held to date. Numerous contracts have been bargained in districts where the units include both teachers and administrators; the documents contain salary schedules for both groups. As has been noted by others, Connecticut will, in the years which lie immediately ahead, provide something of a laboratory to test the claim of some NEA affiliates that inherent conflict between administrators and teachers in many school districts is minimal, that problems which do exist can be solved intra-organizationally, and that collective negotiations and the profession generally will be strengthened by keeping administrators and teachers in the same unit.

Several all-inclusive unit districts were investigated in this study, but relationships were not mature enough to allow any assessment of the long-run consequences for 1) school board control, or 2) possible modified relationships between rank-and-file teachers and administrators resulting from both groups belonging to and bargaining through the same organization.

Among many of those knowledgeable in private sector industrial relations, and within the union movement in education, it has become almost a test of one's devotion to the principle of "true" collective bargaining in education to subscribe to the idea of teacher-only units, free from all administrator influence or domination. The issue is, though, somewhat complex. If teacher organizations are truly interested in changing significantly the pattern of lay control of education in this country or in diminishing the power of administrators and placing the relationship of administrators to teachers on a truly collegial basis, one might expect that a prime tactic would be the early absorption of the administrative hierarchy into the more numerous and potentially powerful teacher group. There are indications that school boards which are giving consideration to the future would much prefer, if they must have collective bargaining at all, to have it modeled on the traditional pattern with their policy-implementing administrative staff left wholly intact and out of the "rank-and-file" organization. A greater threat to the traditional role of the board is perceived to lie in the all-inclusive bargaining unit approach.

To an extent, another result of viewing conflict in schools as minimal and negotiations in education as an essentially plus-sum game is the support for or adoption of the all-inclusive council approach to "meeting and conferring" or negotiating.

Our evidence indicates that interaction between teachers (usually with administrators) and boards in those states, for instance, whose laws call for proportional representation of teacher and other groups through an employee council, is simply not as adversary and conflict-oriented, and is marked by much less visible, substantive "hard bargaining" than is the case in those states whose laws more closely approximate the private sector model. But why? Is it because potential or actual conflict over means and ends as among boards, administrators and teachers is actually minimal in the majority of school districts which, to date, have found it satisfactory to work with a council, or under some similar system not based to any great extent on assumptions of conflict of interest? Or, must the employee council and similar "facts and consensus" oriented "professional" approaches to school board/teacher interaction be viewed as a sort of unstable halfway house between no interaction (wholly unilateral board decision-making and control) on the one hand and hard, adversary, collective bargaining on the other?

As we have seen, it has been argued that intense organizational rivalry and uncritical adoption of the private sector model of bargaining, based as it is on conflict of interest assumptions, may produce dysfunctional conflict where none existed before and make it self-sustaining. On the other hand, investigations in the "employee council" states indicate that the council system and accompanying practices and procedures (which distinguish interaction in these states from "bargaining" as we know it in states working under essentially private sector type legislation) prevent the formulation and articulation of conflict, and fail, thus, to result in compromise and concession-oriented negotiation by fragmenting power and making consensus on specific issues difficult to achieve among teachers. Committees, for instance, which consider a vast range of subject matter (much broader than normally touched by teachers in districts which are engaged in formal negotiations) often seem to have little ultimate impact with no formulation of consensus and no conflict being apparent. It is not necessarily that the absence of conflict is a result of the fact that agreement is reached or that there is a meeting of the minds as between teachers and administrators on these committees. Frequently, the committee deliberations seem to end in a stalemate with little ultimate substantive teacher impact on administrative decision-making.

In most instances of council operation observed where representation within the council was effectively shared by more than one teacher organization, forces were clearly at work to move toward a modus operandi more closely approximating exclusive representation; these situations were not judged to be stable at the time of our investigations.

The Consolidation of Power

It seems clear that the teacher organizations, be they associations or unions, presently in control in our medium and large sized school districts will retain and entrench their power without much probability of being deposed, just as has been the case with the majority of unions in private industry.

Both union locals and association affiliates have become highly sensitized very quickly to the basic institutional issues which go to the heart of the organizations' security, survival and prosperity. In some districts, the victors in the organizing and representational campaign have displayed an almost embarrassing and professionally unbecoming eagerness to suppress the vanquished foe, and lose no opportunity to manifest overt hostility toward any efforts by the minority organization to retain or gain any institutional rights or privileges whatsoever in the school system. Use of mailboxes, bulletin boards, and other school facilities for purposes of communication and meeting, privilege of dues checkoff, the right to represent teachers in the grievance procedure, the right to receive data on salaries and working conditions, and even the right to be heard at school board and budget hearings, have all been claimed, with varying degrees of success in this or that district, as privileges to be enjoyed only and exclusively by the majority representative and to be denied to any minority organizations. In some districts, requests by the majority representative for such exclusive privileges have been readily granted by a school administration which did not want to risk the complications which might accompany the flourishing in the district of rival minority organizations. In any event, one can expect teacher and other organizations in public employment who do not as yet enjoy the significant union security protections (closed or union shop, agency shop) which are commonplace in the private sector, to be occasionally preoccupied with some of the lesser forms of institutional preference.

Bargaining and the "Professionalization" of Teaching: A Parallel Interaction Structure

It has been suggested that we may ultimately evolve in the public schools a system of adversary, conflict-oriented bargaining over salaries and a narrowly defined range of working conditions coupled with an effective parallel interaction structure along university departmental committee and faculty senate lines to provide for teacher participation in professional and policy matters.[*]

As we have seen, the school level[**] and central office committees established by contract are not yet indicating much potential for evolution into vehicles for broad, meaningful teacher involvement in school policy. However, the subject matter, grade level and other committees provided for in teacher agreements to investigate and focus on specific areas of curriculum, methodology, textbook selection, etc., during the term of the contract perhaps show at least some promise for developing into a medium through which teachers, away from bargaining, can become more "professionally" involved in their schools.

For a "professional" parallel interaction system to work along side "hard" bargaining over salaries and working conditions, decisions made in the professional areas will have to be of the sort on which a majority of all those within the educational enterprise from board members to classroom teachers will tend to agree (given adequate facts and good communications) without differing accords forming based on differentiated positions or status within the school hierarchy. Disagreement and conflict on specific questions and issues there well may be, but a prerequisite for success of the separate interaction scheme is that the disagreement and conflict not be of the sort on which teachers as a group reach consensus on one alternative while the board and/or administration reach an opposing consensus on another alternative. If the latter becomes the case, the issue involved, irrespective of its identity, will be, inevitably, thrown into the bargaining arena and subjected to the power and compromise of that process for resolution.

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[*] See, Daniel E. Griffiths, "Board-Superintendent-Teacher Relations: Viable Alternatives to the Status Quo," in Frank W. Lutz and Joseph J. Azzarelli (eds.), Struggle for Power in Education, op. cit.

[**] While local school committees do not yet play a highly significant role in the overall bargaining relationship between boards and teacher organizations, significant decentralization of our large city school systems may give the local committees a vital function in the bargaining process. To the extent that, under any decentralization plan, a local principal is given more discretion and autonomy than he previously enjoyed in running any aspect of his educational enterprise, the scope for significant mutual decision-making by principals and local teacher committees should be broadened.

However, it may be difficult to prevent highly significant issues from becoming politicized and polarized as between board/administration and teacher organizations on the one hand or as between competing teacher organizations on the other. Partially as a result of the interjection of the More Effective Schools issue into negotiations in New York City in the fall of 1967, there is already some potentially distressing evidence that the question of the means for the most effective education of children in the inner cities in our large city school systems is becoming a political issue as between the two major teacher organizations.* The UFT in New York and the AFT seem firmly wedded, for purposes at least partly political in nature, to the extension of a saturation services, compensatory education program along the MES lines as the most promising solution to inner-city education and seem, on occasion, defensively resistant to tentative research findings which might indicate the wisdom of at least a partial reexamination of their position. The NEA, on the other hand, has delighted in embarrassing the AFT on this issue by widely citing evidence which tends exclusively to call into question the effectiveness of MES, while showing little predisposition to examine both sides of this vital question with the scrupulous objectivity the issue demands and that one might expect from professional educators.

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*NEA Urban Reporter, November, 1967.